

REQUEST FOR QUALIFICATIONS

CITY OF PAHOKEE ARCHITECTURAL AND ENGINEERING CONSULTING RFQ # 2026-01



CITY OF PAHOKEE
207 Begonia Drive
Pahokee, FL 33476

KAMETRA DRIVER
STRATEGIC PLANNER
kdriver@cityofpahokee.com

DATE ISSUED: August 28, 2026
DATE DUE: September 29, 2026 at 2:00 P.M.

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IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH PROPOSER TO SUBMIT PROPOSALS TO THE CITY OF PAHOKEE, OFFICE OF THE CITY CLERK, ON OR BEFORE:

PROPOSAL DUE: September 29, 2026, AT 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A PROPOSAL
IN RESPONSE TO A FORMAL
REQUEST FOR QUALIFICATIONS**

1. All Proposals must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.
2. Proposers must submit **one unbound, one-sided original, and five (5) two-sided bound copies (for a total of six)** and one **USB containing an electronic version of the complete Proposal** to the City of Pahokee ("City") by the Proposal Due Date and Time.
3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Proposer submitting the Proposal.
4. The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship with the City.
5. **The original and all copies of the Proposal along with a USB** containing the proposal must be packaged in an envelope or container and submitted to the City at the following address:

**OFFICE OF THE CITY
CLERK THE CITY OF
PAHOKEE
207 Begonia Drive
Pahokee, FL 33476**

6. Proposals must include the following information clearly marked on the face of the envelope or container:
 - a) Proposer's name, return address and telephone number;
 - b) Title of the Solicitation and the Solicitation number; and
 - c) The Solicitation Due Date and Time

7. Hand-carried Proposals may be delivered during the City's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time.
8. Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.
9. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

PROPOSERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR PROPOSALS MAY BE DEEMED "NON-RESPONSIVE," AND SUCH PROPOSERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR PROPOSALS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term "Amendment" shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Best and Final Proposal(s)" shall refer to the final quote submitted after negotiations are completed that contains the Proposer's most favorable terms for price, Services and products to be delivered.

The terms "CBE" or "SBE" Firms shall refer to a business that either: (1) qualifies as a "County Business Enterprise" ("CBE") as defined in the Palm Beach County Code, has a valid Palm Beach County business tax receipt, and is located in and doing business in Palm Beach County, or (2) qualifies as a "Small Business Enterprise" ("SBE") as defined in the Palm Beach County Code.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Pahokee, Florida, or its City Commission, as applicable.

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the Chief Administrative Officer of the City.

The term "Claim" shall mean a demand, assertion, dispute or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term "Consultant" shall refer to the Successful Proposer that will contract with the City to provide professional Services for this Project.

The terms "Contract" or "Agreement" shall refer to the Contract that may result from this Request for Qualifications. "Sample Contract" shall refer to the enclosed sample contract, provided for illustrative purposes only, and subject to modification by the City.

The term "Contract Documents" shall mean the Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.

The term "Contract Price" shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order.

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term "Day" shall mean a calendar day of 24 hours measured from midnight to the 11:59 P.M.

The term "Defective Work" shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable stated in Section 2 of this Solicitation.

The term "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied, any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City, and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action, such as, hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal Law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Consultant decide in writing to justify the delay. Provided, however, that market conditions, labor conditions, and similar matters which normally impact the Work shall not be considered a Force Majeure.

The term "Goods" shall refer to all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Pahokee City limits and complies with all City of Pahokee licensing requirements, and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

The terms "Procurement Office" or "Procurement Department" shall refer to the Procurement Office of the City.

The term "Proposal" shall mean any offer(s) submitted in response to this Request for Qualifications.

The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Qualifications.

The term "Proposer" shall refer to any architect or engineer submitting a Proposal in response to this Request for Qualifications.

The terms "Request for Qualifications", "RFQ" or "Solicitation" shall mean this Request for Qualifications, including all exhibits, attachments, amendments and change orders issued by the Procurement Department.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and Materials, in connection with the Work or Services for the City, whether directly or indirectly, on behalf of the Successful Proposer.

The term “Substitutions” shall mean Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.

The term “Successful Proposer” shall refer to the Consultant receiving an award of a Contract as a result of this Request for Qualifications.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, Material man, or Vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.

The term “Taxes” shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term “Underground Utilities” shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term “Vendor” shall mean all merchants, material men, suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the City and are delivering Services to the City.

The term “Weather Delays” shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Consultant to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Day only. No time extension will be allowed for weekend rains.

The term “Work Day” shall be as defined as being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays; except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms “Work”, “Scope of Work”, “Scope of Services”, “Services”, “Program”, “Project”, or “Engagement” shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of a City Solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Proposer. **DemandStar does not charge a fee for registering with the City of Pahokee.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the Solicitation process. Proposers are solely responsible for the risks associated with obtaining copies of this Solicitation from other sources.

1-3 CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "**Cone of Silence.**" From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff or Evaluation Committee members regarding this RFQ. This does not apply to oral communications at pre-proposal conferences, oral presentations before evaluation committees, Contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

Any questions, explanations, or other request by Proposers regarding this Solicitation must be requested in writing to Strategic Planning noted below. Failure to comply with these provisions may render a Proposal "Non-Responsive" and may result in other penalties as provided by Law.

Strategic Planning
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
kdriver@cityofpahokee.com

1-4 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address listed above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any request received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued shall prevail.

3) It is the Proposer's responsibility to ensure receipt of all addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Department, prior to submitting a Proposal, that all addenda have been received. The Proposer shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposal.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions (if any), the Special Conditions (if any), the Specifications or Scope of Work and Specific Requirements, the Sample Contract, or any amendment issued, the order of precedence shall be: the last addendum issued, the Specifications or Scope of Work and Specific Requirements, the Special Conditions (if any), the General Terms and Conditions (if any), and the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

1-5 PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the submittal being deemed "Non-Responsive."

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Proposal shall not be considered.

4) The apparent silence or omission of any detail or description concerning the Services requested in the Scope of Work and/or any amendment regarding same shall be interpreted as meaning only the best commercial practices are to prevail, and that only Materials and workmanship of first quality will be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation, and if the Solicitation is silent, on industry standards of best practices.

b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the

threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Proposers shall submit a signed and notarized statement with their Proposals on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City's Preference to Businesses with Drug-free Workplace Program. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

f) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

g) Non-Collusion Affidavit.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such work; or have in any manner, directly or indirectly, sought by any person to fix the price or prices to be negotiated or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated, or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT**".

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

i) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or within one year prior to the Due Date and Time. Proposers are required to disclose any such conflict that occurs after the Proposal Due Date and Time at the time of occurrence of such conflict of interest.

m) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and current fees and Taxes due to the City from the Proposer have been paid. The City may require verification and satisfaction of all delinquencies and current fees and Taxes due prior to recommending a Proposer for the award of any Contract.

n) Preferences.

Local Business. Except where federal, state or county Law mandates to the contrary or where federal or state funding is utilized, the City shall grant a preference in the amount of five percent (5%) of any Proposal or five points of any Proposal score to a Local Business, as determined by the City. Such preference shall apply to bids or Proposals for commodities, Services and construction.

Businesses Employing Pahokee Residents. A Vendor located outside of the City limits is considered equivalent to a Pahokee Vendor (a Local Business) and accorded the same Local Business preference if it employs a minimum of ten full time equivalent ("FTE") Pahokee residents, or if Pahokee residents constitute 20% FTE of the company's local workforce (Palm Beach County), whichever is larger.

Such preference shall apply to bids or Proposals for commodities, Services and construction.

CBE or SBE Firms. Except where federal, state or county Law mandates to the contrary, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent (5%) of any bid or five points of any Proposal score to

a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

Application of preferences. In the application of any preference granted by the City Code or City policies in regard to this RFQ, the preference is applied by adding the specified points to the evaluation criteria scoring.

1-6 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or allowed.

1-7 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation or waive any irregularities in this Solicitation or any process used in this Solicitation.

1-8 COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City shall be borne by the Proposer(s). No payment shall be made for any responses received by the City or effort required of or made by the Proposer(s) prior to commencement of Work authorized pursuant to the Contract.

1-9 ORAL PRESENTATIONS

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall provide Proposers with as much advance notice as possible prior to the date of such a presentation.

1-10 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal "Non-Responsive".

1-11 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are provided with notice that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law".

All Proposals submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or

patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.

1-12 EVALUATION OF PROPOSALS

a) Rejection of Proposal.

The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City, in the City's sole discretion. The City shall be the sole judge of what is in its "best interest". The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, Tax, or other obligation.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's facilities and site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance and experience with the City or any other governmental entity.

3) The City reserves the right to audit all records pertaining to any award resulting from this Solicitation, whether financial or otherwise.

e) Copy of Abstract of Proposals.

A copy of the Proposal abstract will be made available through www.DemandStar.com or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone or facsimile.

1-13 NEGOTIATIONS

The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, most qualified responsive, responsible Proposer whose Proposal is most advantageous to the City. If the City and that Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

1-14 AWARD OF AN AGREEMENT

a) Agreement.

This Solicitation may contain a Contract similar to: **"SAMPLE AGREEMENT"**. After award, a Contract similar to the Sample Contract, inclusive of all attachments and any modifications that the City in its sole discretion may make and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a Consultant operating independently from the City. The employees and Subcontractors or Subconsultants of the Successful Proposer shall not be considered or deemed employees, Subcontractor or Subconsultants or agents of the City, nor shall such employees and Subcontractor or Subconsultants of the Successful Proposer have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractor or Subconsultants. The City may require the Successful Proposer to remove any employee or Subcontractor or Subconsultant it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the

best interest of the City.

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend the Contract for up to 180 calendar Days beyond the stated Contract term under the same terms and conditions of the Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 Day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that the Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

1-15 RIGHT OF APPEAL

a) After a notice of intent to award a Contract is posted by the City, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the City Manager. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and accompanying required filing fee is received by the City Manager.

b) The protester must include a nonrefundable filing fee to compensate the City for the expenses of administering the protest. The fee shall be in the form of a cashier's check, and in accordance with the schedule provided below:

Contract Award	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

SECTION 2

SCOPE OF WORK AND SPECIFIC REQUIREMENTS

2-1 PURPOSE

To establish a library of Licensed Architects and Engineers to provide Architectural and Engineering Services for the City of Pahokee.

2-2 GENERAL DESCRIPTION

A. In accordance with Florida State Statute 287.055, known as the “Consultants’ Competitive Negotiation Act”, the purpose of this Solicitation is to establish a pool of consultants for each category listed below to be used as-needed to provide prompt and efficient professional Services and with construction values required by the City on a project by project basis. The various Services within a category may include (without limitation) design, cost estimating, and construction management Services on an as-needed basis.

B. Upon review of the qualifications, firms will be evaluated and ranked. The evaluation committee may short list and rank firms per category and may interview these firms for final ranking and recommendation to the City Commission. Proposers may be short listed in more than one category.

C. The following categories are intended to provide a broad overview of the types of Projects that may be contemplated by the City in the future. Proposers **shall** specify the category or categories of their expertise to which they are submitting their Proposal and indicate same on the front of their Proposal for ease of evaluation. For each category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category.

General Categories:

- i. **Civil Engineering** – New Infrastructure construction, studies and redevelopment, including but not limited to roadways; parking areas; drainage improvements; water, sewer and reclaimed water systems improvements; park improvements, specialties required including landscape architecture, irrigation, electrical engineering, site environmental evaluation, wetland permitting and biological evaluations.
- ii. **Architectural Services** – Services may include but may not be limited to programming, design, construction documents and construction management for new and existing facilities.
- iii. **Landscape Architectural Services** – Services may include but many not be limited to design, document preparation and inspection for new and existing facilities and parks.
- iv. **Structural Engineering Services** – Services may include but may not be limited to design, construction documents and construction

management for new and existing facilities.

- v. **Mechanical/Electrical/Plumbing Services** – Services may include but may not be limited to design, construction documents and construction management for new and existing facilities.
- vi. **Utilities Engineering** - To prepare and develop planning documents, feasibility studies, preliminary design, reports, facility upgrades and modifications, construction documents, permitting, utility management and operation assistance, water and wastewater rate study, financial and revenue analysis, short and long term capital improvement plan, and other professional Services that may be deemed necessary.
- vii. **Traffic Engineering**- Services may include traffic studies, parking studies, traffic signal warrants and other traffic and transportation related studies and design Services that may be necessary.
- viii. **Land Surveying**- Professional surveying Services such as ALTA, boundary and topographic surveys, construction layout and as built, subsurface utility surveying, preparation of plat and subdivision documents and other surveying related Services.
- ix. **Construction Testing and Inspections**- Professional engineering Services such as geotechnical and environmental explorations; soils testing; construction Materials testing; due diligence environmental studies such as Phase 1, Phase II, and or RAP inspection Services required by building code such as special inspector, threshold inspector and other material testing or inspection Services that may be necessary.
- x. **General Consulting Engineering**- The Consulting Engineer shall provide planning, technical, financial and economical studies and analyses, engineering design, procurement assistance, construction oversight, sight inspections, management, environmental compliance support, technical services, expert witness testimony, as required and any and all other relevant services required by the City and/or in support of the City's operations, including but not limited to operation consultation to the Utilities and Public Works Departments. In addition, General Consulting Engineer shall have the expertise to provide support for the issuance of new and maintenance of existing bond issues.

D. The Proposers must be licensed to perform all nature of Services within a category and have extensive experience in Palm Beach County. They will be expected to provide some or all of the following Services:

- i. Design, engineering, budget and construction cost estimating Services, bidding assistance, permitting and contract administration Services during construction, which may or may not include on-site representation during construction.

- ii. Provide Scope of Services in a timely manner and work within the budget.
- iii. Effectively practice sound financial business practices and fiscal responsibility.

2-3 MINIMUM REQUIREMENTS

A. In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- i. Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform the following Services: architecture, civil, utilities and traffic engineering, land surveying, construction testing and inspections;
- ii. Experience working within Palm Beach County on projects within each category; and
- iii. Currently insured and meeting insurance requirements applicable by Law to perform the Services, with insurance certificates that state the name of the Proposer, current street address of the business and the type of work that the Business Tax Receipt is issued for and all additional insurance requirements, including required endorsements, as specified herein.

B. The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract, all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the Contract to possible termination by the City.

2-4 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation, and the award of any resulting Contract, shall be as follows:

RFQ TIMETABLE	
RFQ Advertised	August 28, 2026
Due Date and Time for this RFQ	September 29, 2026, at 2:00 P.M.
Award Recommendations	TBD

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

2-5 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of three years with one renewal option, at the City's sole discretion.

2-6 METHOD OF AWARD: TO THE HIGHEST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER(S) (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)

A. This Solicitation shall require City Commission approval of the final ranking and recommended award of the RFQ to the highest qualified evaluation scoring responsive, responsible Proposer, subject to the successful negotiation and approval of a mutually agreeable Contract substantially in the form of the Sample Contract attached to this RFQ.

B. The Chief Procurement Officer or designee is authorized to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. If the City is unable to negotiate a satisfactory Contract, negotiations with that Proposer may be terminated and negotiations may begin with the second most qualified Proposer. If these negotiations also prove unsatisfactory, negotiations may again be terminated, and the City may negotiate with the third most qualified firm. If the short-list of qualified firms is exhausted, the City may select additional Proposers with which to attempt to negotiate a Contract, in the order of their ranking.

C. The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission, where applicable.

2-7 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Pahokee, ATTN: Accounts Payable, 207 Begonia Drive, Pahokee, Florida 33476. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period(s) that the Service(s) were provided in the prior 30 days.

2-8 INSURANCE

- A. The Successful Proposer agrees to, in the performance of Work and Services under the Contract, comply with all applicable federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract and any renewal(s).
- B. The Successful Proposer shall obtain, at Successful Proposer's expense, all necessary insurance in such form and amount as required by the City upon Contract execution and prior to beginning Work under the Contract, including but not limited to

Workers' Compensation Insurance; Unemployment Insurance; Professional Liability Insurance, and all other insurance required by Law. The Successful Proposer shall maintain such insurance in full force and effect during the term of the Contract and shall require all Subcontractors or Subconsultants to do so. The Successful Proposer and all Subcontractors or Subconsultants shall provide to the City certificates of all insurance and required endorsements prior to beginning any Work under the Contract. The Successful Proposer shall indemnify, defend and hold the City harmless (as allowed by applicable Law) from any damage resulting from the failure of either the Successful Proposer or any of its Subcontractors or Subconsultants to maintain such insurance. All certificates and endorsements must be approved by the City and provided in the time requested by the City.

- C. All insurance companies used shall be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.
- D. All policies shall be Occurrence, not Claims Made forms (except for professional liability).
- E. The Successful Proposer's general liability insurance policies shall be endorsed to add the City of Pahokee as an additional insured with waiver of subrogation in its favor (except for professional liability). The Successful Proposer's general liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Proposer shall be responsible for all deductibles and self-insured retentions on the Successful Proposer's liability insurance policies.
- F. All of the insurance policies shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

2-9 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFQ, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this Section. **Proposers must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their Proposals. Failure to follow these instructions may result in rejection of the Proposal.**

The Proposal must consist of the components listed below.

1. The Qualification Proposal:

A. Cover Page

The form entitled "**PROPOSAL COVER PAGE**" (**SECTION 4**) is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

B. Table of Contents

The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

C. Executive Summary

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to this Project, the Subcontractors, Subconsultants, and/or Suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the experience and qualifications of the Proposer, staff, Subcontractors, Subconsultants, and/or Suppliers.

D. Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed "Non-Responsive". If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation.

See form entitled "**PROPOSER INFORMATION FORM**" (SECTION 6).

E. Technical Information.

1. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.
2. Provide relevant background information on your firm, including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices.
3. List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office(s).
4. Provide a description or information concerning or substantiating each of the requirements below:
 - Drug-free Work Place.
 - Employee drug testing program.
 - Proposer's experience, past performance, financial capabilities, violations, and litigation.
 - Proposer's social responsibility, charitable acts and

contributions, and benevolence programs.

- Proposer's internal, organization-wide green and environmental programs and initiatives.
5. State the number of years the Proposer has been in business and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each business. Failure to include such information will be deemed by the City as an intentional misrepresentation and may render the Proposal "Non-Responsive".
 6. Provide a detailed description of the largest projects the Proposer is either performing or has completed within the last five years which are similar in scope. Describe the Proposer's qualifications and experience realized by the performance and management of these projects. The specific role of the Proposer in any project which is included must be described in detail. The description should identify for each project or contract:
 - i. The name and size firm of the client, address, telephone number and the name of the contact person;
 - ii. A description of the required work;
 - iii. The contract term;
 - iv. A statement as to whether the Proposer was a prime contractor, Subcontractor, Subconsultant, or supplier; and
 - v. The result of the project.
 7. List any and all contracts the Proposer has performed for the City.
 8. Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF WORK AND SPECIFIC REQUIREMENTS**.
 9. Proposers shall provide evidence of financial stability for the last three years.
 10. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants is or has been involved within the last three years.
 11. Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants within the last five years.
 12. Confirm in your Proposal that your firm has errors and omissions insurance and include the carrier and amounts.

F. Key Personnel and Subcontractors or Subconsultants.

1. Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Proposer's employees and those of the Subcontractors or Subconsultants.
2. Describe the expertise of your firm's professional staff for both the local office and the entire organization. Describe the experience, qualifications, and other relevant information, including relevant experience on similar contracts, for all key individuals and Subcontractors or Subconsultants who will perform Work under the Contract. This information shall include functions to be performed by key individuals, Subcontractors or Subconsultants to include the number of professionals in each of the following categories:
 - i. Licensed architects;
 - ii. Licensed engineers;
 - iii. Unlicensed technical support staff; and
 - iv. Administrative staff
3. Describe the team that would serve the City. List each team member's role on this Engagement, professional designation, qualifications, experience, education, and clients with similar services.
 - i. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any Subcontractors or Subconsultants. The phrase "all key personnel" includes all partners, managers, senior employees and other professional or technical staff that will perform Work under the Contract.
 - ii. List names and addresses of all first tier Subcontractors, Subconsultants, or suppliers who will perform and/or provide Work or Services under the Contract.

G. Affidavits and Acknowledgements.

- i. **PROPOSAL COVER PAGE (SECTION 4)**
- ii. **ADDENDA ACKNOWLEDGEMENT FORM (SECTION 5)**
- iii. **PROPOSER INFORMATION FORM (SECTION 6)**
- iv. **PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (SECTION 7)**
- v. **DRUG-FREE WORKPLACE AFFIDAVIT (SECTION 8)**
- vi. **ANTI-KICKBACK AFFIDAVIT (SECTION 9)**
- vii. **NON-COLLUSIVE AFFIDAVIT (SECTION 10)**
- viii. **NON-DISCRIMINATION AFFIDAVIT (SECTION 11)**
- ix. **BUSINESS/VENDOR PROFILE SURVEY (SECTION 12)**

**x. FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER AND CERTIFICATION (SECTION 13)**

2-10 EVALUATION CRITERIA

A. Following the closing of the Solicitation, the Proposals will be evaluated by an evaluation committee appointed by the City. The evaluation committee may be comprised of any combination of City personnel and representatives selected by the City with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced. The scoring of Proposals is based on a point total and not a percentage factor.

B. The evaluation committee will first evaluate and rank responsive Proposals based on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merits of the Proposal as judged by the evaluation committee. A Proposal that fails to adequately show the qualifications and experience necessary for this Project shall be deemed “Non- Responsive” and will not be considered.

C. The evaluation committee reserves the right, (but is not obligated), to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations, reference checks or site visits.

<u>Criteria</u>	<u>Points</u>
1) Consultant’s background, qualifications, credentials and in-house expertise, factoring in the proposed Proposer team’s current workload and experience working together on similar category.	35
2) Staff Experience and resumes of team’s personnel, including assigned Project manager’s experience in planning, designing and construction administration Services.	35
3) Previous experience working with local regulatory, permitting agencies and governmental clients.	10
4) Project control tools utilized to maintain schedule, quality and cost controls and construction management activities.	15
5) Local Business Preference.	5
TOTAL	100

2-11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain Laws and Regulations, including laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable Laws, codes and ordinances, as they may be amended from time to time.

2-12 POINT OF CONTACT

For any additional information regarding the Specifications and requirements of this Solicitation, contact the Community and Economic Development Department at the address indicated herein.

SECTION 3 – FORMS

SAMPLE AGREEMENTS

(The City reserves the right to amend the terms and conditions set forth herein)

CONTINUING SERVICES A G R E E M E N T

For

PROFESSIONAL CONSULTING SERVICES

Between

CITY OF PAHOKEE

And

THIS AGREEMENT, is made effective on the last date of execution herein, between the CITY OF PAHOKEE, FLORIDA, a Florida municipal corporation (the "CITY") whose place of business is 207 Begonia Drive, Pahokee, FL 33476 and _____, a Florida Corporation, (the "CONSULTANT"), whose principal place of business is _____

WHEREAS, the City advertised RFQ No. 2026-01, Miscellaneous Professional Consulting Services to establish a library of qualified Consultants to perform professional services for Specific Projects (the "Specific Projects") for the City on an as needed basis; and

WHEREAS, pursuant to the evaluation, scoring and ranking procedures set forth in the RFQ, CONSULTANT was determined to be a qualified firm for the categories of Consultants' Competitive Negotiation Act ("CCNA") services; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, the purpose of this Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions that shall be incorporated into subsequent supplemental agreements for Specific Projects, when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the City and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning.

1.1 **Lump Sum**: a method of payment to the Consultant for a fixed sum amount that constitutes total compensation to the Consultant for the performance by the Consultant of a Specific Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the Consultant.

1.2 **Reimbursable Direct Expenses or Reimbursables**: the non-salary expenses directly attributable to the Project, including without limitation long-distance communications; application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding

and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Palm Beach County will not be reimbursed. No overnight travel or out-of-town travel outside of Palm Beach County shall be reimbursed unless the Consultant has secured advance written authorization for such travel from the City Commission. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 Upon request of the City, Consultant shall provide services for the Project pursuant to the Scope of Services set forth in Exhibit "A", Consultant's Proposal, attached hereto.

2.2 When the need for services for a specific project occurs, the CITY may, in its sole discretion, conduct competitive solicitation procedures among the members of the relevant prequalified library and award the project to the most qualified firm and whose specific proposal is in the best interest of the City, and who is available, willing and able to provide services for that specific project under the terms and conditions of this Agreement and the negotiated task order or other agreement related to the specific project, and for a price determined by the City to be fair and reasonable. If CONSULTANT is awarded a specific project, CITY shall provide CONSULTANT with written authorization to proceed. CONSULTANT shall complete the requested services in a diligent, expeditious and professional manner.

2.3 The agreement for each Specific Project (the "Project Agreement") shall set forth, among other things, the following:

2.3.1 The Scope of Services;

2.3.2 The deliverables;

2.3.3 The time and schedule of performance, any applicable penalty for failure to timely perform, and term;

2.3.4 The amount and schedule of payment of compensation;

2.3.5 The personnel assigned to the Specific Project; and

2.3.6. Any other details necessary to accomplish the Specific Project.

2.4 The professional Services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. The City Manager is authorized to negotiate and execute such Project Agreements to the extent authorized by the City Code. The Consultant's services shall be performed, completed and submitted to the City as specified in this Agreement and in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the City and the Consultant are unable to reach a satisfactory Specific Project Agreement or the City determines that the best interests of the City would be served by procuring services for a Specific Project from another Consultant, then the City may, in its sole discretion, terminate negotiations with the Consultant for the Specific Project.

SECTION 3. TERM AND TERMINATION

3.1 The term of this Agreement shall be for a period of three (3) years, commencing on the last date of execution herein, with two successive City options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

3.2 TERMINATION – For Convenience - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to the Consultant. In the event of such termination, any services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no circumstances shall City make payment of profit for services that have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement or as provided by law.

SECTION 4. DEFAULT

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

- 4.1.1 Consultant has not performed services in a timely manner;
- 4.1.2 Consultant has refused or failed to supply sufficient properly skilled staff personnel;
- 4.1.3 Consultant has failed to make prompt payment to Subcontractors or suppliers for any services;
- 4.1.4 Consultant has become insolvent or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's affairs have been put in the hands of a receiver;
- 4.1.5 Consultant has failed to obtain the approval of the City where required by this Agreement;
- 4.1.6 Consultant has failed in the representation of any warranties;
- 4.1.7 Consultant has refused or failed to provide the services as defined in this Agreement.

4.2 In the event Consultant fails to comply with the provisions of this Agreement, the City may declare the Consultant in default, notify the Consultant in writing, and give the Consultant a reasonable time to cure the default. In no event shall the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, the Consultant shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

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

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

4.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by directive, without invalidating the Project Agreement. The Consultant shall comply with the directive. The terms of the resulting Change Order shall be based upon rates provided in the Consultant's Proposal for the Specific Project, or at actual cost.

5.2 Change Order Defined. Change Order shall mean a document, which is signed by the Consultant and the City and authorizes an adjustment in the work, contract price or contract time. Change Orders shall be approved by the City Commission.

5.3 Effect of Executed Change Order. The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services, the compensation to be paid to Consultant and the required time for performance. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the services included within or affected by the executed Change Order. The Consultant agrees that no claim for delay damages shall be asserted against the City and hereby waives the right to assert any such claim.

SECTION 6. CITY'S RESPONSIBILITIES

The City shall:

6.1 Provide Consultant with all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

6.2 Furnish to Consultant, at the Consultant's request, existing studies, reports and other available data pertinent to the services to be provided by Consultant.

6.3 Provide Consultant access to City property as required for Consultant to perform services.

SECTION 7. CODE OF ETHICS

Not Used

SECTION 8. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement or a Project Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization. Any reuse of such documents by the Consultant without the written consent of the City for the specific purpose intended will be at the Consultant's sole risk and is not authorized by the City.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

SECTION 10. RECORDS/AUDITS

10.1 Consultant shall maintain and require Subconsultants to maintain complete and accurate records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by City or any authorized City representative with reasonable notice and shall be kept for a period of three years after the completion of each Specific Project performed pursuant to this Agreement. Incomplete or inaccurate entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

10.2 Refusal of the Consultant to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, City shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant or an authorized Subcontractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures

applicable to services rendered under this Agreement shall be those of the Consultant.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of City, which may be withheld for any reason.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

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

14.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15.

SECTION 15. INSURANCE

15.1 The Consultant shall not commence Work under this Agreement until Consultant has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall the Consultant allow any Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. The Consultant shall secure and maintain such insurance throughout the duration of this Agreement and any Project Agreement.

15.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Consultant shall provide to the City's Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall state that such insurance is as required by this Agreement and any Project Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Consultant shall supply City with copies of all policies and required endorsements.

15.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, the Consultant shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of \$1,000,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. 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.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a \$2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The Consultant shall furnish professional liability insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$50,000.00 or less, per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of each Project Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Project Agreement.

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. The City designates the City Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant shall inform the City Representative, in writing, of the representative of Consultant to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the City or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the Consultant.

19.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The Consultant shall ensure that no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

19.4 The Consultant's obligations under Sections 14 and 19 shall survive termination or expiration of this Agreement or any Project Agreement.

19.5 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.6 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

SECTION 20. SUBCONSULTANTS

20.1 In the event the Consultant requires the services of any Subconsultants/Subcontractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the

Consultant must first secure the prior written approval of the City before acquiring subcontracted Work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the Consultant rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination set forth herein.

20.3 No reimbursement or payment shall be made to the Consultant for any Subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

FOR CITY:

City of Pahokee
Brenda Bryant, City Manager
207 Begonia Drive
Pahokee, FL 33476

With Copy to:

Burnadette Norris-Weeks, PA
Burnadette Norris-Weeks, Esq., City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Compensation under any Project Agreement shall be adjusted to exclude any sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. DISPUTE RESOLUTION

23.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

23.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Palm Beach County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

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

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the City without first notifying the City of the services to be performed. If, after such notification, the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the Consultant in completion of the services under any Project Agreement.

29.2 Furthermore, Consultant covenants that no person under its employ who exercises any functions or responsibilities on behalf of the City, in connection with this Agreement, or with any Project Agreement, will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on Specific Projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.

SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of this Agreement or any Project Agreement, including as set forth above, shall survive termination of the Agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 31. SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 32. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Pahokee and by Consultant, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF PAHOKEE

Nylene Clarke
City Clerk

By: _____
Brenda Bryant
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Pahokee only:

City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

WITNESSES:

By: _____

Title: _____

Print Name

Print Name:

Print Name

Dated: _____

(CORPORATE SEAL)

SAMPLE AGREEMENTS

(The City reserves the right to amend the terms and conditions set forth herein)

**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF PAHOKEE,
FLORIDA AND**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20 between the **CITY OF PAHOKEE, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Pahokee, Florida 33025 (the "City"), and _____ a Florida profit corporation, (the "Consultant"), with its principal offices located at _____.

WITNESSED:

WHEREAS, on _____, by the adoption of Resolution No. _____, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of _____ Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant responded to the City's Request for Letter of Interest #_____ ("RLOI"), and has been chosen by the City to provide _____ Services (the "Services") for _____ (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

11 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

12 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**;

13 The Continuing Services Agreement dated _____, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

14 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

15 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of _____ Dollars (\$_____) specified in the Scope of Services request accepted by the City.

5. Payments

51 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

52 : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. **Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. **Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. **Warranties and Guarantees:**

91 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

92 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. **Binding Effect:**

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger: Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Telephone: _____
Facsimile: _____

FOR CITY:

CITY OF PAHOKEE
Brenda Bryant
City Manager
207 Begonia Drive
Pahokee, FL 33476
Telephone: 561-924-5534
Facsimile: 561-924-8140

With Copy to:

BURNADETTE NORRIS-
WEEKS, P.A.
City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability: Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

161 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

162 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

163 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

164 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE , email: CITYCLERK@CITYOFPAHOKEE.COM OR BY MAIL: CITY OF PAHOKEE – City Clerk's Office, 207 BEGONIA DRIVE, PAHOKEE, FL 33476.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF PAHOKEE

Nylene Clarke, City Clerk

By: _____
Brenda Bryant
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Pahokee:

City Attorney
Burnadette Norris-
Weeks, P.A.

FOR CONSULTANT:

WITNESS:

By: _____

Print Name: _____

Print Name: _____

Date: _____

Corporate Seal:

SECTION 4

PROPOSAL COVER SHEET – RFQ # _____

PROPOSER'S NAME (Name of firm, entity, or organization): _____	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
EMAIL ADDRESS: _____	
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(____) _____	(____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 5
ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 6 PROPOSER'S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as, "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida business tax receipt type and number: _____
- (3) County (state county) business tax receipt type and number: _____
- (4) City business tax receipt license type and number: _____

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing services/commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 6
PROPOSER'S INFORMATION FORM (CONTINUED)

Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

SECTION 6
PROPOSER'S INFORMATION FORM (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 7
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

SECTION 7
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 8 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) 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.
- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
 - 3) 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.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

SECTION 8
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

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

Proposer's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Pahokee, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20____

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 10 NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss:

_____, being first duly sworn, deposes and says that:

a) He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached
Proposal;

b) He/she is fully informed respecting the preparation and contents of
the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners,
agents, representatives, employees or parties in interest, including this affiant, have
in any way colluded, conspired, connived or agreed, directly or indirectly, with any
other Proposer, firm, or person to submit a collusive or sham Proposal in connection
with the Work for which the attached Proposal has been submitted; or to refrain
from proposing in connection with such Work or have in any manner, directly or
indirectly, sought by person to fix the price or prices to be negotiated or that to be
negotiated by any other Proposer, or to fix any overhead, profit, or cost elements of
the Proposal price to be negotiated or to be negotiated by any other Proposer, or
to secure through any collusion, conspiracy, connivance, or unlawful agreement
any advantage against (Recipient), or any person interested in the proposed Work;

e) The price or prices to be negotiated will be fair and proper and will not
be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the Proposer or any other of its agents, representatives, owners, employees
or parties in interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 10
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 10
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
County of _____) ss:

BEFORE ME, the undersigned authority, _____
personally appeared to me and known by me _____ or produced identification to
be the person described herein and who executed the foregoing Affidavit and
acknowledged to and before me that _____ executed said
Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public
State of Florida At Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 11
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Pahokee. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20_____

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 12

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Palm Beach County Business Tax Receipt, is located in, and doing Business in Palm Beach County, and is certified by the Palm Beach County as a disadvantaged or small business.

Business is claiming the CBE/SBE Preference: Yes _____, No _____

Please attach the Palm Beach Small Business Development certification to this form.

Business is claiming the Pahokee Local Business Preference: Yes _____, No _____

Please attach a copy of a current Pahokee Business Tax Receipt to this form.

- ☐ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- ☐ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Palm Beach County), whichever is larger.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 13

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Pahokee 207 Begonia Drive Pahokee, FL 33476
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	or	Employer identification number
------------------------	----	--------------------------------

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here
 Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.
 Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.