

TOWN OF HILLSBORO BEACH



RFQ NO. 2019-003

REQUEST FOR QUALIFICATIONS

**UNDERGROUND UTILITIES
ENGINEERING AND PROJECT MANAGEMENT PROPOSER**



**TOWN OF HILLSBORO BEACH
RFQ NO 2019-003**

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**Underground Utilities
Engineering and Project Management Proposer**

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TOWN OF HILLSBORO BEACH

Advertisement

RFQ NO 2019-003

Request for Qualifications

UNDERGROUND UTILITIES - ENGINEERING AND PROJECT MANAGEMENT PROPOSERS

Proposals for **Underground Utilities - Engineering and Project Management Proposers** will be received by the TOWN of Hillsboro Beach by the Town Clerk, 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062, until the due date indicated below:

DUE DATE: October 21, 2019, 2pm

The Town of Hillsboro Beach, Florida is seeking qualifications from professional Engineering and Project Management Proposer(s) to provide ongoing consulting services on an "as needed" basis for the undergrounding of utilities for the Town. The contract resulting from this RFQ will be for a three (3) year period with options to renew for up to two (2) additional annual periods.

Time is of the essence and any proposal received after the **DUE DATE** listed above whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is received by the Town Clerk by the deadline indicated.

An **original, two (2) copies, and a digital copy (either flash drive or CD)** of the proposal shall be submitted in sealed envelopes/packages addressed to Sherry D. Henderson, Town Clerk, Hillsboro Beach, Florida, 33062 and marked "**RFQ NO. 2019-003 - Request for Qualifications for Underground Utilities - Engineering and Project Management Proposers.**" Proposers desiring a copy of the Request for Qualifications (RFQ) may obtain such documents from the Town's website at www.townofhillsborobeach.com For further information contact the Town Manager, 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062, Telephone (954)427-4011, or by email mserda@TownofHillsboroBeach.com

Dated: September 26, 2019

Published: September 27, 2019

Request for Qualifications

RFQ NO 2019-003

UNDERGROUND UTILITIES - ENGINEERING AND PROJECT MANAGEMENT PROPOSERS

PART I

PROPOSAL GUIDELINES

1. INTRODUCTION: The Town of Hillsboro Beach ("TOWN") is seeking qualifications from professional Engineering and Project Management Proposer (s) to provide ongoing consulting services on an "as needed" basis for undergrounding of utilities for the TOWN. The intent of this "Request for Qualifications" is for the TOWN to potentially select one or more Applicant Firm(s) capable of providing the Underground Utilities Engineering and Project Management Proposer Services specified herein.

2. PROPOSAL SUBMITTAL AND WITHDRAWAL: The TOWN must receive all proposals by the **DUE DATE** listed on page 1. The proposals shall be submitted at the following address:

TOWN OF HILLSBORO BEACH
Town Clerk
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFQ NO 2019-003 - Request for Qualifications – Underground Utilities - Engineering and Project Management Proposer Services**. This package shall also include the Proposer's return address.

It will be the sole responsibility of the Applicant Firm to have its Submittal Package delivered to the TOWN on or before the above deadline. The TOWN cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the TOWN CLERK at 1210 Hillsboro Mile, Hillsboro Beach, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (954) 427-4011, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

Proposers may withdraw their proposals by notifying the TOWN in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the TOWN and will not be returned to the Proposer.

3. DEADLINE: Time is of the essence and any proposal received after the **DUE DATE** indicated on page 1, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

4. NUMBER OF COPIES: Qualifications shall be submitted with **original, 2 copies and a digital copy (either flash drive or CD)** on the forms furnished herewith and in the format as outlined in the Request for Qualification.

5. DEVELOPMENT COSTS: Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

6. CLARIFICATIONS: All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the TOWN through written communication no less than eight (8) days prior to the opening of the proposals. The TOWN will receive written requests for clarification concerning the meaning or interpretations of the RFQ, by facsimile at (954) 427-4834, until eight (8) days prior to the submittal date. All contacts or requests for information regarding the Submittal Package or this RFQ must be addressed to the Town Clerk, Sherry D. Henderson, by facsimile at (954) 427-4834. Town Hall is located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

TOWN personnel are authorized only to direct the attention of prospective Proposer to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the TOWN is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

During the RFQ process, related contact with TOWN Staff by an Applicant Firm or its agent, other than as part of the evaluation process or for clarification purposes, may be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Town Clerk for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

7. ADDENDUM: The TOWN may record its response to inquiries and any supplemental instructions in the form of written addenda. The TOWN may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Any oral explanation given before the RFQ opening will not be binding.

No oral change or interpretation of the provisions contained in this RFQ is valid. Written addenda will be issued when changes, clarifications, or amendments to a RFQ document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

8. CONTRACT AWARDS: The TOWN anticipates entering into an Agreement with the Proposer(s) submitting the proposal(s) judged by the TOWN to be most responsive and responsible.

The TOWN reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the TOWN, or to award a contract to the

next most qualified proposer if the successful proposer does not execute a contract within sixty (60) days after the award of the proposal.

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposer(s) has been identified, approved by the appropriate level of authority within the TOWN and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the TOWN the services set forth in this Request for Qualifications.

9. CONTRACTUAL AGREEMENT: This RFQ shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Broward County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

10. PROPOSALS BECOME PUBLIC RECORD: Upon notice of an intended decision to award, or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes.

11. NEWS RELEASES: The Proposer shall obtain the prior approval of the TOWN Manager’s Office of all news releases or other publicity pertaining to this RFQ, the service, or project to which it relates.

12. FAMILIARITY WITH LAWS: The Proposer is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility.

13. PERMITS, TAXES, LICENSES: The successful Proposer(s) shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the contract. Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

14. INSURANCE: The Proposer shall not commence work under this Agreement until all insurance required under this Agreement has been obtained and such insurance has been approved by the TOWN.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Proposer shall furnish Certificates of Insurance to the TOWN'S representative. The Certificates shall clearly indicate that the Proposer has

obtained insurance of the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of the insurance shall be provide immediate written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the Proposer of their liability and obligations under this Agreement.

The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as TOWN'S review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

The successful Proposer (s) shall provide insurance coverage as follows:

14.1 Professional Liability – The Proposer shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$25,000** the TOWN reserves the right, but not the obligation, to review and request a copy of the Proposer most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, PROPOSER warrants the Retroactive Date equals or precedes the effective date of this contract (Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three **(3)** years. PROPOSER shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

14.2. Commercial General Liability, Automobile Liability and Workers' Compensation – The Proposer shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.

The Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Proposer shall agree this coverage shall be provided on a primary basis.

Proposer shall agree to maintain during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability in accordance with Florida Statute Chapter 440 or an exemption letter from the State of Florida. Proposer shall agree this coverage shall be provided on a primary basis.

14.3. Umbrella Or Excess Liability - If necessary, Proposer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employers Liability. The TOWN shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

14.4 Additional Insured - Proposer shall agree to endorse the TOWN as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read "TOWN of Hillsboro Beach, Including Police Department, all Officers, Employees, Elected and Appointed Committees, and Commissions. Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.

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

The Proposer shall provide original certificates of such coverage prior to engaging in any activities under the contract. No work can be started until the certificates are submitted and approved by the TOWN.

15. INDEMNIFICATION: To the fullest extent allowed by law the Proposer shall protect, defend, reimburse, indemnify and hold harmless the TOWN of Hillsboro Beach, and the TOWN'S officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this proposal and the resulting contract or agreement and the Work performed hereunder. Without limiting the generality of the foregoing, Proposer's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Proposer agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Proposer's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing Proposer's Indemnity shall not

extend to liability for damages to persons or property to the extent such damage was Caused by any act, omission, or default of the TOWN, or by the TOWN'S officers, agents and employees.

The Proposer acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

16. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded for the services in this proposal shall be sold, transferred or assigned without the prior written approval of the TOWN.

17. INDEPENDENT CONTRACTOR: The successful Proposer shall be considered an independent contractor. Professional services provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the Proposer.

18. ADDITION OR DELETION OF SERVICES: The TOWN reserves the right to add to the services specified, or to delete any portion of the scope of services at any time.

19. RECORDS: The Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices. The Proposer shall maintain and make available such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term.

20. INVOICES: The Proposer may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by TOWN personnel. Invoices shall be paid by the TOWN within thirty (30) days of receipt of the invoice, except for items questioned. The TOWN shall notify the Proposer of any items questioned. The Proposer shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

21. TERMINATION FOR CAUSE: If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner, its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the TOWN may upon written notice to the Proposer terminate the right of the Proposer to proceed under the contract and may hold the Proposer liable for any damages caused to the TOWN by reason of such default and termination. In the event of such termination, any

completed services performed by the Proposer under the contract shall, at the option of the TOWN, become the TOWN'S property and the Proposer shall be entitled to receive equitable compensation from any work completed to the satisfaction of the TOWN. The Proposer, however, shall not thereby be relieved of liability to the TOWN for damages sustained by the TOWN by reason of any breach of the contract by the Proposer, and the TOWN may withhold any payments to the Proposer for the purpose of setoff until such time as the amount of damages due the TOWN from the Proposer is determined. The Proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the TOWN from terminating the contract because of such delay.

22. TERMINATION FOR CONVENIENCE: The TOWN reserves the right, in the best interest as determined by the TOWN, to cancel any contract by giving the Proposer a fifteen (15) day written notice.

23. PROPOSAL CONTENTS: All material submitted becomes the property of the TOWN of Hillsboro Beach. The TOWN has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of the proposal does not affect this right.

24. NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, age, creed, national origin, or disability by the Proposer in the operations conducted under the contract.

25. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

26. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the TOWN of Hillsboro Beach, Broward County, or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the TOWN of Hillsboro Beach.

27. DRUG-FREE WORKPLACE: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the TOWN for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

28. PUBLIC RECORDS: In accordance with Sec. 119.0701, *Florida Statutes*, the successful Proposer must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the TOWN'S custodian of public records, the successful Proposer must provide the TOWN with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. The successful Proposer who fails to provide the public records to the TOWN, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the successful Proposer shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the successful Proposer does not transfer the records to the TOWN. Finally, upon completion of the Agreement, the successful Proposer shall transfer, at no cost to the TOWN, all public records in possession of the successful Proposer, or keep and maintain public records required by the TOWN. If the successful Proposer transfers all public records to the TOWN upon completion of the Agreement, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the Agreement, the successful Proposer shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the TOWN'S information technology systems.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (954)427-4011, OR AT SHENDERSON@TOWNOFHILLSBOROBEACH.COM OR AT 1210 HILLSBORO MILE, HILLSBORO BEACH, FLORIDA 33062.

29. INSPECTOR GENERAL: The Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the TOWN shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the TOWN, as well as contractors and lobbyists of the TOWN in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

30. PROPOSER certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, PROPOSER agrees to observe the requirements of Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the PROPOSER, its affiliates, or its subcontractors are found to have submitted a false certification as attached hereto as Attachment I; or if the PROPOSER, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

PART II
NATURE OF SERVICES REQUIRED

1. PURPOSE AND SCOPE OF WORK

The TOWN is seeking the services of a licensed professional engineer or engineering firm to provide project management and engineering support services to support the TOWN'S Undergrounding Utility Initiative Project ("Project"), which will include the conversion of all existing overhead electric power, cable television, internet/broadband, telecommunications, and similar or related facilities to underground facilities. The facilities to be converted include those of Florida Power & Light Company ("FPL"), AT&T, and Comcast. For this Project, the TOWN foresees the need for the following specific services, comprising the scope of work contemplated by this RFQ, and recognizes that additional support services may be needed, as contemplated by the "additional services necessary" item below.

Anticipated work includes project liaison services with citizens within project area, elected officials and staff; cost estimating; easement configurations; electrical, CATV and telecommunications design services; bid document preparation; contractor evaluation services; construction management services; provision of project as-builts; and related surveying and other related work as mutually agreed upon in conjunction with proposed underground utilities conversion projects.

2. WORK TO BE PERFORMED

- a. Provision of information and technical consulting services to the TOWN, and to citizens and groups of citizens regarding the overall Utility Undergrounding Project and specific facilities installations affecting individual properties.
- b. Serving as the TOWN'S community liaison representative to resolve issues between residents and the utility companies, and also between residents and the TOWN, and to provide communications regarding the Project to the TOWN'S residents as necessary.
- c. Coordinating the acquisition of any additional site and detailed survey data necessary to create conceptual designs, cost estimates, and detail data as necessary to generate final construction designs.
- d. Developing and reviewing conceptual plans and detailed design plans for the undergrounding of overhead utilities facilities within the TOWN, including, but not limited to, facility designs, easement requirements, project schedules, and cost estimates.
- e. Participating in direct negotiations with FPL, Comcast, and AT&T, and, to the extent applicable, with other utility providers, with respect to facility design and layout, facility configuration, equipment location, equipment selection, costs, work to be performed by or through each respective utility company, work to be performed by or through the TOWN and TOWN-employed contractors, and schedules.
- f. Facilitating the creation, acquisition, and recording of required easements.
- g. Coordinating services for the acquisition of contract construction resources for work that is to be done as part of the TOWN'S responsibility for construction and installation of the new underground facilities pursuant to the Project. This element

Includes not only coordinating the acquisition of contract construction resources, but also advising the TOWN and participating in direct negotiations, on behalf of the TOWN, with contractors and subcontractors that may be engaged to perform work that is the TOWN'S responsibility under the TOWN'S agreements with FPL, Comcast, AT&T, and any other utility providers in connection with the Project.

- h. Participating in materials procurement activities, including advising the TOWN, the utility providers, and all contractors and subcontractors as to materials availability, suitability, and decisions; supporting bidding processes, negotiations, and procurement for materials to the extent necessary, particularly with respect to the procurement of materials for work to be performed by or through the TOWN, its contractors, and their subcontractors; and maintaining satisfactory documents relative to the materials procurement activities.
- i. Supervising, monitoring, coordinating, and facilitating all construction activities to ensure compliance with contract requirements, to promote the timely and efficient completion of all work to the extent reasonably practicable, and to minimize adverse impacts on the community during the Project construction work.
- j. Maintaining satisfactory documents relative to the work performed by the TOWN'S contractors and their subcontractors.
- k. Serving as the "TOWN'S Representative" for all technical and engineering-related purposes relative to the contracts between the TOWN and FPL, AT&T, Comcast, and, as necessary, other utility providers, and also relative to the contracts between the TOWN and its contractors. The Proposer must acknowledge its understanding that this function is the equivalent of serving as the "Owner's Representative" in managing construction contracts and projects.
- l. Tracking and reporting to the TOWN, on a weekly basis, the progress of all Project activities, including those that are the responsibility of the utility providers as well as those that are the responsibility of the TOWN'S contractors and their subcontractors, relative to construction progress, conformance of work completed or in progress to design plans and relevant standards for the particular work involved, compliance with contracts, and compliance with schedules established for various work components of the Project, whether contractually established or not.
- m. Reviewing completed work and associated contractor invoices and advising the TOWN as to completed work and the suitability of contractor invoices.
- n. Maintaining project records, as necessary, in accordance with established professional standards for engineers and in accordance with other established standards specified by the TOWN.
- o. Coordinating site restoration activities, including identification of requirements, acquisition of contractor services, and verification of completed work as necessary.;
- p. Providing other services necessary to the execution of the Project as may be required and approved by the TOWN.

3. PROPOSAL REQUIREMENTS

This document is the TOWN'S instrument for soliciting qualifications in response to this Request for Qualifications for the Engineering and Project Management Proposer Underground Utilities work in support of the TOWN'S Utility Undergrounding Project. This RFQ is also intended to provide guidance and direction to potential Proposers for their transmittal and submittal of Proposals, and to define the terms, conditions and specifications desired by the TOWN for the work contemplated by this RFQ. Nothing in this RFQ is intended to restrict the TOWN of Hillsboro Beach in any way in the selection of the Proposal (or Proposals) that best meets the needs of the

TOWN. The TOWN reserves the right to reject any or all offers and to negotiate changes in Proposals for best and final offers.

4. TOWN CONTRACT COORDINATOR

The TOWN'S contact person for this RFQ is Mac Serda, Town Manager. After the Consulting Services Agreement is formalized, all communications and correspondence shall be directed to Mr. Serda at the following address:

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Email: mserda@townofhillsborobeach.com
Phone: (954) 427-4011

5. CONTRACT

The selected Proposer will be expected to enter into a formal Agreement ("Agreement") at the time of contract award. The Agreement will be prepared by the TOWN'S Legal Counsel, will reflect the substantive scope of work described in Section 2 above, and will incorporate all applicable terms, conditions, specifications, and commitments set forth in this RFQ and also in the success Proposer's Proposal, as well as incorporating both the RFQ and the successful Proposer's Proposal into the Agreement.

The term of the Agreement shall be through the completion of the Project, including all necessary acceptances by FPL, AT&T, and Comcast of any work performed by the TOWN'S contractors and subcontractors.

6. DESIGNATED PERSONNEL

The Proposer shall designate the personnel to be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the TOWN shall have the right to specify those key project personnel for whom the Applicant Firm shall not be allowed to substitute other personnel without prior written permission of the TOWN.

PART III

PROPOSAL REQUIREMENTS

1. RULES FOR PROPOSALS

Proposer shall submit **one (1) original two (2) copies and a digital copy (either flash drive or CD)** in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Proposer to this agreement.

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

2. ANTICIPATED SCHEDULE:

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for RFQ -

Submission Deadline, 2:00 P.M.:

Short List Notification for Oral Interviews:

Oral Interviews:

Commission Approval:

Award of Contract:

3. SUBMITTALS AND INSTRUCTIONS:

One (1) original two (2) copies and a digital copy (either flash drive or CD)original and five (5) copies of the proposal shall be submitted in sealed envelopes/packages addressed to Sherry D. Henderson, Town Clerk, Town of Hillsboro Beach, Florida, and marked "**RFQ NO. 2019-003 - Request for Qualifications for Underground Utilities - Engineering and Project Management Proposer.**" Information to be submitted, collectively known as the "Submittal Package," shall include the following:

- 3.1 **Title Page:** Show the "Request for Qualifications" project title, project number, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page shall also include a complete listing of all companies, if any, that form the Applicant Firm team and their principals.

-
- 3.2 **Table of Contents:** Clearly identify the section, topic, and page number.
- 3.3 **Transmittal Letter:** This letter will summarize in a brief and concise manner the Proposer understands of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the services, and a statement that the proposal remains in effect for six (6) months. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
- 3.4 **Firm Composition, Qualifications and Background:** The Submittal Package shall include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. If the Applicant Firm is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given. Include a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and the location of the office from which this work will be performed.

The Applicant Firm should provide examples of projects similar to those stated in the scope of work completed by the firm on behalf of municipal clients. The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications.

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number. d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

- 3.5 **Staff Qualifications:** Present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical and support staff. **It is the intent of the TOWN to insist that those indicated as the Project Team in this RFQ response actually execute the project.** Applicant Firm hereby acknowledges that its key assigned employees, along with sub-consultants and their key employees included in the RFQ, will be used as part of the basis for selecting Applicant Firm teams. Therefore, changes to Applicant Firms, including any sub-Proposers and key employees, will not be allowed except as approved by the TOWN.

Give a brief resume of key persons to be assigned to the project including, but not limited to:

- a. Name and title
- b. Percentage of time to be assigned full time to this project.
- c. Number of years with this firm
- d. Number of years with other firms.
- e. Experience detailing types of projects and what was the specific project involvement.
- f. Education
- g. Active registration
- h. Other experience and qualifications that is relevant to this project.

- 3.6 **Project Organization Chart:** A Project organization chart with the individuals assigned to key project positions identified by name. Show the organization chart as it relates to this project indicating key personnel and their relationship. Attach evidence of licenses and certifications to perform the required services.
- 3.7 **Sub-Proposers:** Provide names and experience of sub-Proposers to be used by the firm.
- 3.8 **Insurance Capability:** Provide a statement from the firm's Insurance Agency confirming total insurance capability of the firm.
- 3.9 **Approach to scope of services:** The firm should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of service for the project. Demonstrate experience with the TOWN of Hillsboro Beach and working knowledge of the TOWN operations.
- 3.10 **Variations/Exceptions:** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal.
- 3.11 **Legal:** Describe the claims history of the Applicant Firm, including arbitrations, lawsuits, and claims that are pending. Demonstrate compliance with the required insurance coverage. Include financial information as noted on the Evaluation Criteria form.
- 3.12 **Drug Free Workplace form:** Include Drug Free Workplace form.

PART IV

EVALUATION OF PROPOSALS

1. EVALUATION AND AWARD

The TOWN will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The TOWN reserves the right to select the proposal which in the opinion and sole discretion of the TOWN will be in the best interest of and/or most advantageous to the TOWN. The TOWN reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

2. SELECTION COMMITTEE - A Selection Committee, consisting of TOWN personnel, will convene, review and discuss all proposals submitted.

3. REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4. EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The evaluation criteria will be based on Qualifications and Experience, Quality of Services, Workload and Scheduling, Operational Information, Financial Information and Past Performance. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the TOWN, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary.

5. SELECTION - Proposer (s) selection and award of contract shall be done in accordance with the State of Florida CCNA and TOWN policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the TOWN Commission one or more firms determined to be the most qualified to provide the consulting services required. The TOWN will negotiate contract(s) with the top ranked firm(s), or succeeding ranked firms should negotiations fail.

6. ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee may recommend award to the Proposer(s) with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations, the Proposers should relate their discussion to the revised evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager shall be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

7. FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked Proposers (with all Proposers in ranked order) to the TOWN Commission for final approval. The TOWN will select the firms that meet the best interests of the TOWN. The TOWN shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The TOWN'S decisions will be final. Upon Commission authorization, contract negotiations will be initiated with the top ranked firm. If those negotiations are unsuccessful, the TOWN will formally terminate negotiations with that firm and will commence contract negotiations with the next ranked firm, etc.

Upon successful contract negotiations with the prevailing firms, the remaining firms will be notified that the process has been completed and that they were not selected.

8. CONTRACT - The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

TOWN OF HILLSBORO BEACH

**RFQ NO. 2016-01
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITIES - ENGINEERING AND PROJECT MANAGEMENT
PROPOSER**

PROPOSAL PAGE

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer:

***SIGNATURE:** _____

Name: _____ *Printed* **Title:** _____

Company: _____ *Legally registered name* **Address:** _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

Federal ID #: _____

Name of Contact Person: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

***Failure to affix signature may result in disqualification of proposal.**

**RFQ NO 2019-003
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITIES - ENGINEERING AND PROJECT MANAGEMENT
PROPOSER**

PROPOSER'S QUALIFICATIONS

The Proposer must complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least five current and pertinent commercial or government references that the Proposer has supplied services as described herein, during the last twenty-four months.

9. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the TOWN. Further, all proposers must disclose the name of any TOWN employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

Note: Information requested herein and submitted by the Proposer will be analyzed by the Town of Hillsboro Beach and will be a factor considered in awarding any resulting contract.

**RFQ NO 2019-003
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITIES - ENGINEERING AND PROJECT MANAGEMENT
PROPOSER**

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCES

The following is a list of at least **five** (5) current and pertinent professional references that the TOWN can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For TOWN Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For TOWN Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For TOWN Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For TOWN Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For TOWN Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

Company Name: _____



**RFQ NO 2019-003
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITIES
ENGINEERING AND PROJECT MANAGEMENT PROPOSER
DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the TOWN of Hillsboro Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on 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 singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by _____ the
(Individual's Name)
_of _____ (Title/Position with Company/Vendor)
(Name of Company/Vendor)***

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**RFQ NO 2019-003
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITIES
ENGINEERING AND PROJECT MANAGEMENT PROPOSER**

LIST OF PROPOSED SUB-PROPOSERS

The undersigned Proposer hereby designates, as follows, all major sub-Proposers whom they propose to utilize for the major areas of work for the project. The Proposer is further notified that all sub-Proposers shall be properly licensed and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. (If no sub-Proposers are proposed, state "None" on first line below.)

Name and Address of Sub-Proposer	Scope of Work	
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____

RFQ NO 2019-003

**UNDERGROUND UTILITIES - ENGINEERING AND PROJECT
MANAGEMENT PROPOSER**

EVALUATION CRITERIA

Criteria	Weight
<p><u>Experience of Firm / Past Performance</u></p> <ul style="list-style-type: none"> · Company Credentials · Current Projects · Completed Commercial and/or Governmental Projects · Schedule/Budget Compliance · Understanding of the Town's needs · Technical soundness of the proposal · References 	45%
<p><u>Experience/Ability of Personnel</u></p> <ul style="list-style-type: none"> · Organizational Chart · Management's Credentials · Project Personnel Credentials · High quality level of services to be provided to TOWN 	25%
<p><u>Workload and Scheduling</u></p> <ul style="list-style-type: none"> · Over-all workload of the company · Project scheduling ability/timely completion of work · Schedule will accommodate this project · Applicability of the services offered · Meeting the Town's operational requirements 	15%
<p><u>Other</u></p> <ul style="list-style-type: none"> · Overall completeness, clarity and quality of proposal · Location of firm · Bonding and Insurance · Disputes, Litigation and Resolution 	15%

PROPOSAL PACKAGE ATTACHMENT _____

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,

Print Name and Title

Company Name

certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and

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

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

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

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

Must be executed and returned with the returned Proposal.