



REQUEST FOR QUALIFICATIONS



MAINSTREET VILLAGE GREEN DESIGN

RFQ NO. 07-21-26-10

**PROCUREMENT DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
eBid System: www.coconutcreek.net/fin/procurement**

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

June 21, 2026

LEGAL NOTICE REQUEST FOR QUALIFICATIONS

The City of Coconut Creek, Florida, is seeking proposals from qualified consultants to provide professional services to develop construction-ready plans for several components of the Coconut Creek MainStreet project, including a two-acre park known as Village Green Park (Park A), Civic Plaza improvements including a public restroom on Block 12B, a parking lot on Block 12A, and site preparation for Block 13. The MainStreet Developer's Master Plan shall serve as the basis for the design of the Village Green (Park A), and Block 12B. Block 13 shall be cleared, leveled, and stabilized with grass or other suitable ground cover, unless otherwise approved by the City. Proposals must be submitted in full accordance with the scope of services and the terms and conditions contained in this Request for Qualifications (RFQ).

RFQ No.: 07-21-26-10
RFQ Name: MainStreet Village Green Design
Pre-Proposal Meeting: June 30, 2026, at 10:00 a.m. ET
Due Date/Time: July 21, 2026, at 10:00 a.m. ET

A Cone of Silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFQ shall be directed to Carlos Marmolejos, Procurement Operations Supervisor at 954-956-1524.

A non-**mandatory** pre-proposal meeting will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063 with the City of Coconut Creek staff. Bidders or their representative(s) are strongly encouraged to attend. Please ensure that your company has reviewed the plans and specifications as this meeting presents an opportunity to clarify any concerns regarding the proposal requirements.

Consultant must be registered on the City's eBid System in order to respond to this RFQ. A complete RFQ document may be downloaded for free from the eBid System as a pdf at www.coconutcreek.gov/fin/procurement. The City is not responsible for the accuracy or completeness of any documentation the Consultant receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Consultant is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified, whether by mail or otherwise, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Consultant.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. ET, Monday through Thursday.

Pursuant to Section 119.071, Florida Statutes, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Carlos Marmolejos
Procurement Operations Supervisor
Publish Date: Sunday, June 21, 2026
Published: Sun-Sentinel

PART 1 – General Information

1.1 Definition - Request for Qualifications (RFQ)

1.1.1 This solicitation is a competitive Request for Qualifications (RFQ) for professional architectural and engineering services in accordance with Section 287.055, Florida Statutes. An RFQ is a formal competitive advertised solicitation method that typically describes a project in enough detail to let potential vendors determine if they wish to compete. The RFQ forms the basis for requesting all documents, whether attached or incorporated by reference, utilized for obtaining qualifications and performance data, including but not limited to financial capability, reputation, experience and competency from which the most highly qualified vendor(s) can be identified.

1.1.2 This solicitation is issued pursuant to the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, and the City of Coconut Creek Procurement Code. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. The City shall rank firms in order of competence and qualifications pursuant to Section 287.055, Florida Statutes, and shall negotiate a contract with the highest ranked firm to establish compensation that is fair, competitive, and reasonable.

1.2 Introduction

The City of Coconut Creek is soliciting Statements of Qualifications from qualified consultants to provide information demonstrating their qualifications, experience, and ability to perform the required services. The selected consultant shall also participate in public meetings, workshops, and presentations as necessary to support the project and accomplish the scope of work.

Respondents to this Request for Qualifications must be properly licensed and authorized to practice in the State of Florida. Statements of Qualifications submitted by firms with license applications pending will not be considered responsive.

Interested firms are invited to submit their responses in conformance with the criteria outlined herein.

It is the City's intention to:

- (a) solicit responses from interested parties;
- (b) evaluate the responses;
- (c) conduct oral presentations (if necessary);
- (d) verify the information presented; and
- (e) negotiate and award a contract to the selected Consultant.

The selected Consultant must agree to abide by and be governed by all Federal, State, County and City laws, rules, and regulations, some of which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ.

1.3 Point of Contact

To ensure fair consideration for all Consultants, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Compliance Administrator, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

City of Coconut Creek – Procurement Division
 Attn: Carlos Marmolejos, Procurement Operations Supervisor
 4800 West Copans Road
 Coconut Creek, Florida 33063
 Phone: (954) 956-1524
 Email: cmarmolejos@coconutcreek.gov

All responses to questions/clarifications will be sent to all prospective Consultants in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

1.4 Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFQ Available	Sunday, 06/21/2026
Non-Mandatory Pre-Proposal Meeting (10:00 a.m. ET)	Tuesday, 06/30/2026
Last Date of Receipt of Questions (5:00 p.m. ET)	Tuesday, 07/14/2026
Addendum Release (if required)	Monday, 07/20/2026
Proposals Due (10:00 a.m. ET)	Tuesday, 07/21/2026
Proposal Review for Compliance	07/27/2026 – 07/30/2026
Selection Committee Review/Short List Completed	08/10/2026 – 08/20/2026
Presentations to Selection Committee (if determined necessary)	08/24/2026 – 08/27/2026
Negotiations Complete/Finalize Documents (if needed)	08/31/2026 – 09/03/2026
Commission Award of Contract (Tentative-Subject to change)	Thursday, 09/24/2026

PART 2 – General Terms and Conditions

2.1 General Terms and Conditions

These General Terms and Conditions apply to offers made to the City of Coconut Creek by all prospective Proposers. Any and all special conditions in this RFQ or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to the General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2.2 Special Conditions

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or the Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.

2.3 Defined Terms

City: Shall mean the City of Coconut Creek, a political subdivision of the State of Florida.

Cone of Silence: Means a prohibition on any communications between a potential officer, bidder, lobbyist, Consultant, to a City Commissioner, City Attorney, the City Manager, and all City employees (except the Procurement Manager), and any non-employees appointed to evaluate or recommend selection in such procurement process regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communications on file with the City Clerk.

Construction Contractor: The person(s), firm(s), corporation(s) or other entity who enters into an agreement with CITY to perform the construction work desired by City relating to Projects.

Consultant: The selected Consultant shall enter into a written agreement with the City of Coconut Creek, Florida, a municipal corporation of the State of Florida.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: An individual responsible for the management of all actions required for initiating and issuing procurements, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

Evaluation Criteria: Factors relating to management capability, technical capability, meeting performance requirements, price and other important considerations used to evaluate which proposer has made the most advantageous offer in a competitive solicitation.

Firm: The individual(s) or firm(s) to whom the award is made and who executes the contract documents.

First Ranked Proposer: That Proposer, responding to a City RFQ, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFQ.

Notice to Proceed: A written statement issued by the Contract Administrator directing Consultant to begin work.

Offeror: Means a person submitting an offer in response to a Request for Qualifications or other solicitation.

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Proposal: An offer made by one party to another as a basis for negotiations for entering into a contract. A proposal received in response to an RFP.

Proposer: One who submits a proposal in response to a solicitation. The terms "Consultant" and "Proposer" are used interchangeably and have the same meaning.

Selection Committee: A group of at least three (3) reviewers comprised of qualified City staff or other persons selected by the City who aid in the evaluation of the proposals.

Successful Consultant: Consultant who is awarded a contract to provide professional services to the City.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in proposals which do not change the substance of the proposal and will not adversely affect the competition between proposers.

2.4 Cone of Silence

2.4.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or Consultant, lobbyist, or actual or potential subconsultant or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.4.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.4.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4.4 Nothing contained herein shall prohibit any potential vendor or vendor’s representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor’s representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.4.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney’s Office and/or the City Manager’s Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor’s representative being deemed void or voidable. The potential vendor or vendor’s representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any

other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

2.5 Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.gov, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law. Failure by the Consultant to comply with Section 119.0701, Florida Statutes, may result in unilateral termination of the Agreement by the City and may subject the Consultant to liability for reasonable attorney's fees and costs pursuant to law.

2.6 Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records. In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Section 119.071, Florida Statutes.

2.7 Data Management

Consultant shall maintain reasonable administrative, technical, and physical safeguards to protect City data and electronic files provided or generated under this Agreement. Consultant shall promptly notify the City of any unauthorized access, disclosure, or breach involving City data. Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Fla. Stats., including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting.

2.8 Addendum

If the Consultant is in doubt as to the meaning of any portion of the RFQ documents, or believes the scope of services contains errors, inconsistencies, or omissions, the Consultant shall submit a written request for clarification to the Procurement Compliance Administrator. The request will be forwarded to the appropriate person or department for review. Any interpretations or clarifications deemed necessary by the Procurement Compliance Administrator in response to such requests will be issued by official addendum.

The issuance of any addendum shall be issued through the eBid System to all Consultants registered for this RFQ. The addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the Consultant's responsibility to check the eBid System prior to the due date and time to ensure that the Consultant has a complete, up-to-date package.

2.9 Proposal Submission

2.9.1 Consultant shall use the electronic eBid System to submit a response. The proposal shall be signed by a representative who is authorized to contractually bind the Consultant. Consultant shall upload the response as one (1) file to the eBid System. The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.

- 2.9.2 Consultant's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Consultant affirms that a complete set of bid documents was obtained from the eBid System or from the Procurement Division only and no alteration of any kind has been made to the solicitation.
- 2.9.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 2.9.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 2.9.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Consultant is interested in more than one (1) proposal for work contemplated, all proposals in which such a Consultant is interested will be rejected. Consultant by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- 2.9.6 Each Consultant by signature and by submission of a response, represents that the Consultant has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- ~~2.9.7 The submittal of a proposal by a Consultant will be considered by the City as constituting an offer by the Consultant to perform the required services at the stated prices.~~
- 2.9.8 All proposals received from Consultants in response to this Request for Qualifications will become the property of City and will not be returned to the Consultants. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.9.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Consultants are "responsible and responsive".

2.10 Ownership of Documents

All sketches, tracings, drawings, specifications, designs, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from Consultant's services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the City. Copies of all AutoCAD and other similar software files shall be provided to City. No changes or revisions to the documents or data furnished by Consultant shall be made by City unless Consultant's name and professional seal are removed from such changed or revised materials. All data required to be sealed and signed by a registered Professional Architect in the State of Florida shall not be modified, changed, or altered or used for other purposes than those intended without the express written permission of Consultant. City shall hold Consultant harmless for any loss or expense for any damages arising out of the modification or use for other projects of Consultant's data and plans, without the specific adaptation by and consent of Consultant.

2.11 RFQ Postponement/Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

2.12 Costs Incurred by Consultants

All expenses involved with the preparation and presentation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Consultant(s) and shall not be reimbursed by the City.

2.13 Insurance

Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. **The certificate must name as additional insured the City of Coconut Creek, its Officers, Agents, Employees, and Commission Members;** and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the Contractor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this contract, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

a) Workers' Compensation

If the Contractor is required to go on to City of Coconut Creek property to perform work or services as a result of this contract, it must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Contractor will be responsible for the payment of all deductibles and self-insured retentions. ~~The City requires that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.~~

b) General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

c) Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance must be written in an "occurrence" based format.

d) Professional Liability / Errors and Omissions Coverage (If Applicable)

If the Contractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage must include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under

indemnification under this contract. Contractor acknowledges that the City is relying on the competence of the Contractor to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Contractor's negligent errors and omissions, Contractor must promptly rectify them at no cost to City and will be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

e) ~~Builder's Risk Insurance (If Applicable)~~

~~Builder's Risk insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage must be "ALL RISK" coverage for one hundred percent (100%) of the completed value. The City reserves the right to require higher limits depending upon the scope of work under this agreement.~~

2.14 Indemnification & Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement shall constitute specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

2.15 Uncontrollable Circumstances ("Force Majeure")

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Contractor must take all reasonable measures to mitigate

any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

2.16 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subconsultant, 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 Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.17 Legal Requirements

The Consultant shall observe and comply with all federal, state, county laws and local ordinances, rules and regulations that apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

2.18 Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Consultant without the prior written consent of the City, which shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Consultant.

2.19 References

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Consultant's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultants qualifications.

2.20 Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Consultants must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Consultants must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Consultant's firm or any of its branches or affiliate companies.

2.21 Officials Not to Benefit

Each Consultant shall certify, upon signing a proposal, that to the best of their knowledge, no City of Coconut Creek official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this Agreement. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension, debarment, or rescission of the Agreement made, or could affect payment pursuant to the terms of the Agreement.

2.22 Collusion

The Consultant certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Consultant also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.23 Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Consultant, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

2.24 Scrutinized Companies pursuant to Section 287.135 and 215.473, Florida Statutes

Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Consultant understands and agrees that pursuant to Sections 287.135 and 287.473, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City.

Consultant further certifies that it is not owned by, controlled by, or organized under the laws of a foreign country of concern as defined in Section 287.138, Florida Statutes, and is not participating in prohibited activities as defined therein.

2.25 Environmental/Social Activism under Section 287.05701, Florida Statutes

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

2.26 Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

2.27 Antitrust Violations; Denial or Revocation of the Right to Transact Business with Public Entities; Denial of Economic Benefits

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes as amended.

2.28 E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

- b) All persons (including sub vendors/sub consultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

2.29 Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow for the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

2.30 Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

2.31 Choice of Law and Venue

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

2.32 Waiver of Jury Trial

BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

2.33 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the

intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship with the Contractor and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

2.34 Default

2.34.1 Termination for Cause: Immediate

In the event the Consultant defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Consultant shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Consultant liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

2.34.2 Termination for Cause: Time to Correct

In the event the Consultant defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Consultant to correct the conditions to the satisfaction of the City. In the event the Consultant has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Consultant requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages arising from the default and breach of the contract.

2.34.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice to the Consultant as provided in Section 8, "Notice," the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

2.35 Dispute Resolution Process

- 2.35.1 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- 2.35.2 In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 2.35.3 Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Consultant and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.

2.36 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and authorized designees of the City.

2.37 Multiple Originals and Counterparts

This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one (1) and the same agreement.

2.38 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

2.39 Joint Preparation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

2.40 Interpretation

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this

Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

2.41 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY
City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Tel:

Email:

PART 3 – Statement of Work

3.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications from experienced and qualified consultants to provide professional architectural, engineering, and related design services for the preparation of construction-ready plans for the Coconut Creek MainStreet project components, including the Village Green Park (Park A), Civic Plaza (Block 12B) with public restroom, parking lot (Block 12A), and site preparation for Block 13. The selected consultant will provide comprehensive design and permitting services consistent with the MainStreet Developer’s Master Plan and applicable City codes, standards, and regulations.

The contract term shall commence upon execution of the agreement and shall continue until completion of the services unless terminated earlier in accordance with the contract. The City reserves the right to extend the contract for additional services related to the project upon mutual agreement of the parties.

3.2 Minimum Qualifications

The Consultant's technical staff shall possess a minimum of five (5) years of verifiable experience in professional services related to the scope of this project. The Consultant shall demonstrate substantial knowledge of current industry practices and design trends relevant to similar projects. In addition, the Consultant shall provide visual examples of completed projects that illustrate the firm's experience, capabilities, and successful delivery of comparable work.

3.3 Licenses

Consultants must be appropriately licensed and registered in the State of Florida and shall maintain such license throughout the term of the resultant contract.

3.4 Scope of Services

This project involves the creation of construction ready plans for a new Coconut Creek MainStreet 2-acre park known as the Village Green Park (Park A), Civic Plaza and restroom (Block12B), parking lot (Block 12A) and Civic Plaza (Block 13). The MainStreet Developer's Master Plan shall serve as the basis for design for Park A, and Block 12B. Block 13 shall be cleared, leveled, and planted with grass or other suitable options.

3.4.1 General Project Scope

- (a) Architectural design, including but not limited to site planning and design consistent with the MainStreet Design Guidelines; zoning; building programming, plans and elevations; 3D color renderings; interior design; written specifications; construction cost estimating; engineering calculations and NOAs; and preparation of signed and sealed construction documents.
- (b) All necessary civil, electrical, mechanical, plumbing, structural, fire protection, audio/visual, and value engineering design and inspection services.
- (c) Landscape architecture, including all landscaping and irrigation.
Survey and geotechnical evaluation, tree inventory, and mitigation analysis pursuant to City's Landscape Code.
- (d) Site plan submittal to the City shall be in accordance with Division 5 – Site Plan Review Requirements of the City's Land Development Code and include the Development Review Committee review and approval.
- (e) Plans shall be submitted to the City for review at the following milestones: 30%, 60%, 90% and 100%. Deliverables shall include plans, cost estimates, and narrative reports at each milestone. Cost estimates will be provided to the City at 60% and 90%.
- (f) Electronic (CAD) files to be provided to the City at time of permit issuance of the 100% permit plan set.
- (g) Permitting services shall include but are not limited to the South Florida Water Management District, Cocomar Water Management District, Broward County, Broward County Environmental Protection Department, and the City's Resilient Design Development Department and Utilities and Engineering Departments including but not limited to completion of permit applications/forms, addressing comments, and updating plans and specifications as necessary.
- (h) Attendance at all required meetings including but not limited to, community outreach meetings, Development Review Committee meetings, Planning and Zoning Board meetings, and City Commission meetings, with workshops as necessary and up to two community outreach meetings.

- (i) The MainStreet Design Standards (MSDS) establish a comprehensive design and development framework required for all projects within the MainStreet Project Area (MSPA). Design professionals shall ensure that all standards are evaluated and incorporated into the design as applicable or otherwise provide an alternative design solution and explanation if a standard cannot be met. These standards shall include but are not limited to, open space requirements, site and building sustainability and certification requirements, building heights, setbacks or build-to lines, pedestrian spaces, photometrics, landscaping, etc.
- (j) The public space amenities (light poles, waste receptacles, benches, and other fixtures and amenity features) designs shall be consistent with the City's Public Amenities Package and the MainStreet at Coconut Creek's Planned MainStreet Development District (PMDD).

3.4.2 Village Green Park and Civic Plaza

- (a) MainStreet Developer's Master Plan shall serve as the basis for design. A restroom shall be included on the west side of Block 12B as part of the Civic Plaza.
- (b) The design shall **not** include a splash pad **nor** a dog park due to the limited area.
- (c) The park shall be designed in a manner that allows viewing of large portable outdoor movie screen/video wall, including an integrated audio system to support movies/events, and the ability to dim the site lighting from the audio/visual room in the restroom building as needed for movie events.
- (d) The park's design shall also allow for viewing of the City's showmobile when placed in use on the road between the park and the parking lot on NW 54th Ave.
- (e) The park's design shall include lockable electrical connections in the park to support events including those by the small stage area and power pedestals located around the park to power food trucks.
- (f) The park's design shall include a lockable power supply to support the City's showmobile shall be located by the road between the park and garage.
- (g) The park's design shall include an audio system which shall have a connection to support the show mobile when in use.
- (h) The park's design shall include lockable potable water hose bibs in the park for maintenance.
- (i) Design should be in such a manner that water, power, and audio connections through park are hidden within the design itself, either in light poles, disguised by landscaping, or even hidden by faux rocks or art.
- (j) The Park landscape irrigation shall use reclaimed water; a pump station shall be in the Civic Plaza and include a suction line to the lake or well for periods when reclaimed water is not available. All irrigation lines under existing or proposed roads, sidewalks or other hardscape shall be sleeved.
- (k) The Park landscape's monument and directional signage throughout the project site consistent with Mainstreet Design Standards and the City's Code.
- (l) The Park landscape's project location is within the MainStreet District. The intent of the MainStreet District is to provide for the development of a sustainable, mixed-use downtown environment that embodies the uniqueness of Coconut Creek. Fundamental to the district are the development of a pedestrian oriented, mixed-use community organized around substantial, centralized and contiguous recreational

open space, compact land development, flexibility in use and design, and sustainable building and planning techniques.

3.4.3 Public Parking Lot

- (a) A surface parking lot shall be constructed on Block 12 A. The lot shall include public EV chargers.
- (b) The parking lot design shall compliment the linear park within Block 12A's Cullum Road easement.

3.4.4 Construction Administration Option

- (a) Construction administration services is not included in the scope of this solicitation. If construction proceeds, the City reserves the right to negotiate construction administration services with the selected design consultant at a later date, based on an agreed upon scope of services, schedule, and fee. Any services shall be subject to successful negotiations and separate authorization by the City. The City reserves the sole discretion to negotiate construction administration services with the selected consultant. The City is not obligated to do so.
- (b) Consultants shall demonstrate their qualifications and experience in providing construction administration services for similar projects; however, no pricing for construction administration services shall be submitted as part of this solicitation.

PART 4 –Submission of Proposals

4.1 Rules for Submission

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

The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. Each page should be titled as described below, i.e. *work plan*, *key personnel* etc. and inserted with its specific "Tab". The statement of qualifications shall respond to each item outlined below. Please limit response to the information requested. The proposal must include the following information:

Note: The proposal shall be signed by a representative who is authorized to contractually bind the Consultant.

4.1.1 Transmittal Letter

This letter shall be a two (2) page single sided document and shall summarize in a brief and concise statement, the respondent's qualifications. The letter shall provide the name, title, address, email, telephone and fax number of the official corporate contact, and an alternate. An official authorized to negotiate for the respondent must sign the letter of transmittal.

4.1.2 Office Location

The location of the office where the work will be prepared, and the key personnel in that office. The consultant may identify all of their offices, but the location of the main office responsible for the actual production of the work and key personnel in that office must be identified.

4.1.3 Experience and Qualifications of the Firm

Outline the firm's experience and provide examples of construction projects they designed similar to the design we are requesting as outlined in the Scope of Work. The firm should also demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

4.1.4 Experience and Qualifications of Assigned Staff

- (a) Subconsultants (subconsultants): Provide names and experience of subconsultants to be used by the firm (include names, certifications, contact information and services the individuals will provide to the City).
- (b) Project Organization Chart: Show the organization chart as it relates to this project indicating key personnel and their relationship Organization Profile and Qualifications

This section of the proposal must describe the respondent, including the size of the office responsible for the work activities. The respondent shall provide the City with the resumes of all key personnel who will actually be assigned to perform the work. The respondent must supply all proper Florida business license(s). In addition, the respondent must supply the following information:

- (i) Type of organization (i.e. individual, partnership, corporation, joint venture, etc.) and year established.
- (ii) Principals of firm and core values.
- (iii) Person in charge of this project and diagram of proposed organizational structure.

4.1.5 References

Provide a minimum of five (5) references for similar work. Preference will be given to proposers with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, email address, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered. The list must include:

- (a) A brief description of the project.
- (b) Total final cost of the project.
- (c) Owner of the project.
- (d) The name and telephone number of a contact person.
- (e) The date the project was completed.

Note: A separate reference document is not required, if the reference information requested above is listed in Standard Form 330.

4.1.6 Standard Form 330 Architect-Engineer Qualifications

Submit Standard Form 330 (Part 1 and Part 2) as part of your response.

4.1.7 Other Information

This section shall be for other information the respondent wishes to include, but is not limited to:

- (a) The successful respondent will provide evidence of liability insurance as a condition of the contract.
- (b) Any other information respondent feels is appropriate to assist in selection.

4.1.8 Do Not Submit Pricing

Please refrain from including pricing in your response to this Request for Qualifications (RFQ), as it is not a factor in the evaluation or selection process. Pricing will be requested separately after the City has reviewed, scored, and ranked all submissions. Any pricing information included in a response will be disregarded and will not be considered by the Selection Committee when determining the highest-ranked consultants for each work category.

4.2 Proposals Received from Consultants

All proposals received from Consultants in response to the Request for Qualifications will become the property of City and will not be returned. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of City.

4.3 Modification and Withdrawal of Proposals

- 4.3.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 4.3.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.
- 4.3.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

4.4 Warranties

- 4.4.1 Successful Consultant warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.
- 4.4.2 All warranties made by Successful Consultant together with service warranties and guarantees shall run to City and the successors and assigns of City.

PART 5 – Summary of Documents to be Submitted with Proposal

5.1. The following documents are to be executed, notarized (if applicable), and submitted as a condition to this Request for Qualifications:

- a) Completed Standard Form 330 (Part 1 and Part 2) Architecture-Engineer Qualifications
- b) Certificate of Insurance
- c) Licenses (Including Business Tax Receipt)
- d) Consultant's Qualification Statement
- e) Acknowledgement of Consultant's Qualification Statement
- f) Indemnification Clause
- g) Non-Collusive Affidavit
- h) Drug-Free Workplace Form
- i) Sworn Statement on Public Entity Crimes
- j) E-Verify
- k) Human Trafficking Affidavit

PART 6 – Evaluation of Submissions

6.1 General

The City shall be the sole judge of its own best interest, the submission and the resulting negotiated agreement. In all instances, the City's decision will be final.

Due to the complexity of the project, verifiable experience in engineering and architectural is essential criterion for selection. As part of the package, firms are asked to submit statements of qualifications, experience, and references of other projects that have involved their respective firms.

The respondent understands that this RFQ does not constitute an agreement or a contract with the City. An official contract, or agreement, is not binding until the submission is reviewed and accepted by the City Commission and by all parties.

A standard City of Coconut Creek Consultant Agreement will form the basis of the contract between the successful Consultant(s) and the City. Through negotiations with the successful Consultant additional terms and conditions may be added to the Agreement.

6.2 Selection Procedure

All Statements of Qualifications received by the specified deadline will be reviewed by the Selection Committee for content, completeness, qualifications, and experience. After those firms deemed the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. However, the City of Coconut Creek reserves the right to complete the selection process without proceeding to an interview phase, and may choose to select a Consultant based upon the information supplied in the Statement of Qualifications. The City of Coconut Creek reserves the right to waive any informality in any submittal and to reject any or all submittals.

6.3 Evaluation Criteria

Following the opening of the qualification submissions, the Selection Committee, comprised of qualified City staff or other persons selected by the City, will evaluate the submittals and rank them in the order of the most responsive Consultant. Proposals will be evaluated and ranked in accordance with the criteria listed below:

Criteria	
1.	Qualifications of the firm and key staff <ul style="list-style-type: none"> • Area of expertise • Adequacy of personnel • Stability of key staff
2.	Past performance <ul style="list-style-type: none"> • Customer satisfaction references • Previous experience with governmental agencies
3.	Ability to deliver projects within established schedules and cost estimates
4.	Location of the Firm <ul style="list-style-type: none"> • Ability to provide timely on-site services and demonstrate responsiveness to project needs.
5.	Experience and Technical Capabilities <ul style="list-style-type: none"> • Current and projected workload • Firm demonstrates consistency meeting project time and budget constraints • Demonstrated minimization of change orders/amendments
6.	Knowledge of and approach to project
7.	Volume of work previously awarded to each firm by the City
8.	Terminations and/or litigation: <ul style="list-style-type: none"> • Instances of a default under a similar project or contract; • Instances of litigation related to a similar project or contract; • Instances of any debarment by a local, state or federal government entity

6.4 Oral Presentations

The City may require the top short-listed Consultants to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein prior to a recommendation being presented to the City Commission. Should the City require such oral presentation, the Consultants will be notified seven (7) days in advance.

6.5 Negotiations

Compensation will be negotiated with the number one (1) ranked firm in accordance with Section 287.055, Florida Statutes. In the event funds are not appropriated for any fiscal year, the Agreement shall terminate without penalty to the City.

After the Selection Committee ranks the firms, the Procurement Compliance Administrator will request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations with the number one (1) ranked firm. Staff will present the results of the negotiations to the City Commission with its recommendation. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive and reasonable, then negotiations with that firm, or firms, shall be formally terminated.

Upon termination of negotiations with the number one (1) ranked firm, the City shall undertake negotiations with the next ranked firm in order of competence and qualifications pursuant to Section 287.055, Florida Statutes, and shall continue such process until a satisfactory contract is reached or all ranked firms are exhausted.

Should the City be unable to negotiate a satisfactory contract with the selected firm, the City may select additional firm(s) in order of their competence and qualifications and continue negotiations until an agreement is reached with the additional firm(s). However, the City reserves the right to reject all qualifications, waive any irregularities and solicit and re-advertise for other qualifications.

6.6 Contract Award

- 6.6.1 Through the CCNA process, the City wishes to identify all firms interested in this project and then shorten that list of interested firms down to three (3) highly qualified Consultants. This RFQ is intended as the means to identify these highly qualified Consultants. The City of Coconut Creek anticipates entering into a contract for a specific project with the respondent who submits the qualifications judged by the City to be the most qualified firm following ranking and successful negotiation in accordance with Section 287.055, Florida Statutes.
- 6.6.2 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Consultant; however, the City reserves the right to award the contract to two (2) or more Consultants if the City deems it is in its best interest.
- 6.6.3 The Contract will be awarded only to a responsible and responsive Consultant(s) licensed and qualified by experience to do the work specified. The Consultant shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that he/she is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Consultant shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 6.6.4 All Consultants will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Consultant whose proposal shall be deemed by the City Commission to be in the best interest of the City. The Commission's decision shall be final.
- 6.6.5 This signed proposal is considered an offer on the part of the Consultant, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Consultant shall submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies for approval by the City's Risk Manager.

6.7 Protest Procedures

Any protest concerning this solicitation shall be filed in accordance with the City's Procurement Code. A formal written protest must be received by the Procurement Division within seventy-two (72) hours after posting of the Notice of Intent to Award. Failure to timely file a protest shall constitute a waiver of proceedings.

PART 7 – Payment Method

7.1 VISA Purchasing Card

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist Bank. Acceptance of the City's procurement card is preferred, but not mandatory unless required by the resulting agreement. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our Consultants. Some of the benefits of the P-Card Program to the Consultant are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Consultants accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Consultants are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Consultants agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

7.2 Electronic Funds Transfer (EFT)

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to Consultants electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to Consultant's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the Consultant.

7.3 PAPER CHECK

The City is also able to process paper checks for Consultant payments.

PART 8 - REQUIRED FORMS

8.1 CONSULTANT’S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coconut Creek
Procurement Division
4800 West Copans Road
Coconut Creek, FL 33063

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Consultant is:

The address of the principal place of business is:

2. If Consultant is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Resident Agent: _____

3. If Consultant is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____
4. If Consultant is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- _____
- _____
5. If Consultant is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? ____
- a. Under what other former names has your organization operated?
- _____
- _____
- _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and/or state registration.
- _____
8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the scope of work listed herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.
- _____
- _____
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
- _____
- _____
10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
- _____
- _____
- _____
11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Consultant:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Consultant's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Consultant:

15. Have you personally inspected the site of the proposed work?

Yes ☐ No ☐

16. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes ☐ No ☐

17. Did you attend the pre-proposal conference if any such conference was held?

Yes ☐ No ☐ No Conference Held ☐

The Consultant acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Consultant to be true. The discovery of any omission or misstatement that materially affects the Consultant's qualifications to perform under the contract shall cause the City to reject the proposal, and, if after the award, to cancel and terminate the award and /or contract.

Consultant's Signature

Date

**CONSULTANT’S QUALIFICATION STATEMENT
ACKNOWLEDGEMENT**

State of _____

County of _____

On this the _____ day of _____, 2026, before me, the undersigned Notary Public of the State of Florida, Personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE :

NOTARY PUBLIC, STATE OF
FLORIDA

(Name of Notary Public :
Print, Stamp, or Type as
Commissioned)

- ☐ Personally known to me, or
- ☐ Produced identification :

(Type of Identification Produced)

- ☐ DID take an oath, or
- ☐ DID NOT take an oath

8.2 INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Consultant for the work of the contract shall constitute specific consideration to Consultant for the indemnification to be provided under the Contract. The Consultant shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, or subconsultants.

In any and all claims against the City, or any of their agents or employees by any employee of the Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Consultant, its officers, employers, subconsultants or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Consultant's Name

Signature

Date _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number:

My Commission Expires: _____

8.3 NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes and says
that:

(1) He/she _____ is _____ the
_____ (Owner, Partner, Officer, Representative or Agent)
of _____ the Consultant that has submitted the
attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Consultant 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 Consultant, 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 bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Consultant, firm or person to fix the price or prices in the attached proposal of any other Consultant, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Consultant, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Consultant or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

Witness

By: _____

Printed Name

Title

8.4 NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGEMENT

State of _____

County of _____

On this the _____ day of _____, 2026, before me, the undersigned Notary Public of the State of Florida, Personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF
FLORIDA

(Name of Notary Public:
Print, Stamp, or Type as
Commissioned)

- ☐ Personally known to me, or
- ☐ Produced identification:

(Type of Identification Produced)

- ☐ DID take an oath, or
- ☐ DID NOT take an oath

8.5 DRUG-FREE WORKPLACE FORM

The undersigned Consultant in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

Consultant's Signature

Company Name

Date

8.6 SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

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

1. This sworn statement is submitted with RFQ No. 07-21-26-10 for MainStreet Village Green Design.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**

- ☐ The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)

10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.

11. Conviction of a public entity crime shall be cause for disqualification.

**8.7 SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES
CHAPTER 287.133(3)(a). ACKNOWLEDGEMENT**

State of _____

County of _____

On this the _____ day of _____, 2026, before me, the undersigned Notary Public
of the State of Florida, Personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that
he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE :

NOTARY PUBLIC, STATE OF
FLORIDA

(Name of Notary Public :
Print, Stamp, or Type as
Commissioned)

☐ Personally known to me, or

☐ Produced identification :

(Type of Identification Produced)

☐ DID take an oath, or

☐ DID NOT take an oath

8.8 SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473

I, _____, on behalf of _____,
Print Name Company Name

certifies 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
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Phone

Date

8.9 AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Consultant's Name	Signature	Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

8.10 E-VERIFY FORM

Project Name:	MainStreet Village Green Design
Project No.:	07-21-26-10

ACKNOWLEDGEMENT

Definitions:

"Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subconsultant" means a person or entity that provides labor, supplies, or services to or for a Consultant or another subconsultant in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, Consultants and subconsultants will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subconsultants) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) *Should Consultant become successful Consultant awarded for the above-named project, by entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination.*

COMPANY CONTACT INFORMATION

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

8.11 Human Trafficking Affidavit

When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

_____ does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____