



The Village of Tequesta  
345 Tequesta Drive  
Tequesta, FL 33469

**PARKS AND RECREATION DEPARTMENT**

**REQUEST FOR PROPOSALS**

**RFP NO.:** RFP2018-01PR      **TITLE:** PLANNING AND DESIGN FOR NEW VILLAGE COMMUNITY CENTER  
**DUE DATE:**      **TIME:** 2:00PM (Local Time)

**INSTRUCTIONS**

Sealed proposals must be received on or before the due date and time (local time) at the office of the Village Clerk, 345 Tequesta Drive, Tequesta, Florida 33469. Normal Village business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All proposals will be publicly opened at Village Hall and will be reviewed and ranked. Each proposal submitted to the Village Clerk shall have the following information clearly marked on the face of the envelope: the Proposer's name, return address, RFP number, due date for proposers, and the title of the RFP. Included in the envelope shall be one (1) original and five (5) copies of the proposal, and one (1) electronic version on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

**BROADCAST**

The Village of Tequesta utilizes electronic online services for notification and distribution of its solicitation documents. The Village's solicitation information can be obtained from the Village of Tequesta website at <http://www.tequesta.org>, or by contacting the Village Clerk's Office at (561) 768-0443. Proposers who obtain RFP packages from sources other than those named above are cautioned that the RFP package may be incomplete. The Village will not evaluate incomplete proposal packages. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy solicitation documents, the terms and conditions of the hardcopy documents will prevail.

**CONTACT PERSON**

Any questions regarding the specifications and RFP process must be submitted in writing to the Parks and Recreation Department at [gcorbitt@tequesta.org](mailto:gcorbitt@tequesta.org). To allow enough time for the Village to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Proposals Due Date.



The Village of Tequesta  
345 Tequesta Drive  
Tequesta, FL 33469

## LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. RFP2018-01PR

### PLANNING AND DESIGN FOR NEW VILLAGE COMMUNITY CENTER

The Village of Tequesta is seeking proposals from qualified firms for professional services to plan and design a new community center at 483 Seabrook Road, Tequesta, Florida, in accordance with the Florida Consultants Competitive Negotiation Act (Sec. 287.055, *Florida Statutes*), and the terms, conditions, and specifications contained in this Request for Proposals (RFP).

RFP documents are available beginning Tuesday, May 1, 2018, at 8:30 a.m. local time on the Village of Tequesta website at <http://www.tequesta.org>, or by contacting the Village Clerk's Office at (561) 768-0443.

Sealed proposals must be clearly marked "RFP2018-01PR, PLANNING AND DESIGN SERVICES FOR NEW VILLAGE COMMUNITY CENTER" and must be delivered to the Office of the Village Clerk at 345 Tequesta Drive, Tequesta, Florida 33469. **The deadline for submission of proposals is Monday, June 11, 2018, at 2:00 p.m. local time.** At that time, the proposals will be publicly opened and read aloud at Village Hall, 345 Tequesta Drive, Tequesta, Florida 33469. At that time, proposals will also be ranked, and the top ranked proposal will be recommended to the Village Council for contract negotiations. **Late proposals will not be accepted and will be returned to the sender unopened.**

The Village will hold a **Pre-proposal Conference on Friday, May 14, 2018 at Village Hall, Village of Tequesta, starting promptly at 10:00 a.m.** Attendance is recommended, but not mandatory.

It is the responsibility of the Proposer to ensure all pages are included in their proposal. All Proposers are advised to closely examine the RFP package. Any questions regarding the completeness or substance of the RFP package or scope of services must be submitted in writing via email or fax to Greg Corbitt, Parks and Recreation Director, [gcorbitt@tequesta.org](mailto:gcorbitt@tequesta.org), or (561) 768-0473.

The Village of Tequesta reserves the right to accept or reject any or all proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

VILLAGE OF TEQUESTA

Lori McWilliams, MMC, Village Clerk

Publish: Palm Beach Post

May 1, 2018; and May 8, 2018

## TABLE OF CONTENTS

	SECTION	PAGE
1.	General Information	4
2.	Project Overview	5
3.	Terms and Conditions	6
4.	Scope of Services	12
5.	Response Requirements	13
6.	The Evaluation Process	15
7.	Proposal Submittals	17
8.	Forms	19

**SECTION 1**  
**GENERAL INFORMATION**

- 1.1 The Village of Tequesta is seeking proposals from qualified firms to provide professional services to plan and design a new community center at 483 Seabrook Road, Tequesta, Florida
- 1.2 The Village will hold a Pre-Proposal Conference on Friday, May 14, 2018 at Village Hall, Village of Tequesta, 345 Tequesta Drive, Tequesta, Florida 33469 starting promptly at 10:00 a.m.

Attendance is highly recommended, but not mandatory, for those intending to submit a proposal. After the Conference, there will be a site visit and tour of proposed location for the new community center facility.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Village Clerk's Office at (561) 768-0443 at least five (5) days in advance.

- 1.3 The purpose of the pre-proposal conference, site visit and tour is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this RFP package.

The failure or neglect of a Proposer to examine the RFP package shall in no way relieve the Proposer of any obligation with respect to its proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this RFP package or the resultant contract.

END OF SECTION 1

**SECTION 2  
PROJECT OVERVIEW**

- 2.1 The Village of Tequesta, Florida, is seeking proposals from qualified Proposers for professional services for the architectural (including landscape architectural) and engineering planning and design of a new community center, at 483 Seabrook Road, Tequesta, Florida.
- 2.2 The Village intends to rank submitted proposals and negotiate with the highest ranked proposer and award a contract pursuant to the Consultants' Competitive Negotiation Act (Sec. 278.055, *Florida Statutes*) that will incorporate all preliminary planning, design, architectural and engineering plans, and landscape architectural plans for the project.
- 2.3 The anticipated schedule for this Solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	RFP Package Issued	May 1, 2018
b.	Pre-Proposal Conference	May 14, 2018
c.	Deadline for Receipt of Questions	May 21, 2018
d.	Due Date for Proposals	June 11, 2018
e.	Evaluation Process Begins	June 11, 2018
f.	Evaluation Process Completed	June 14, 2018
g.	Contract Award	July 12, 2018

END OF SECTION 2

**SECTION 3  
TERMS AND CONDITIONS**

3.1 DEFINITIONS

- a. Contract or Agreement: the Request for Proposals, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Village and the Proposer.
- b. Contractor: the successful Proposer that is awarded a contract to provide the professional services to the Village.
- c. Proposal: any offer(s) submitted in response to this Request for Proposal.
- d. Proposer: person or firm submitting a response to this Request for Proposal.
- e. Request for Proposals (RFP): this documentation, including any and all addenda.
- f. Village: The Village of Tequesta, Florida.

3.2 CONE OF SILENCE

Once advertised and until the Village has approved an award recommendation, this RFP is under the "Cone of Silence". This limits and requires documentation of communications between proposers, the Village's professional staff, and the Village Council.

3.3 ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the due date for proposals, which changes, adds to, or clarifies the terms, provisions, or requirements of the RFP. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the RFP document or in the addenda issued. Where there appears to be a conflict

between the RFP and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3.4 LEGAL REQUIREMENTS

This RFP is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes.

3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for proposals, a Proposer may change its proposal by submitting a new proposal, signed by its authorized agent, stating that the new proposal replaces the original proposal. No changes to a proposal will be accepted after proposals have been opened.

3.6 WITHDRAWAL OF PROPOSAL

Only a written letter received by the Village prior to the due date for proposals may withdraw a proposal.

3.7 PREPARATION OF PROPOSALS

- a. The proposal submittal forms must be completed and submitted with the proposal. Use of any other forms will result in the rejection of the proposal. The proposal submittal forms must be legible.
- b. An authorized agent of the Proposer's firm must sign the proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the proposal non-responsive.**

- 3.8 CANCELLATION OF RFP  
The Village reserves the right to cancel, in whole or in part, this RFP when it is determined by the Village to be in the best interest of the Village. The Village shall be the sole judge of its best interest.
- 3.9 RANKING OF PROPOSALS
- a. The Village reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this RFP as deemed in its best interest. The Village shall be the sole judge of its best interest.
  - b. The Village will provide a copy of the ranking and scores to all Proposers responding to this RFP.
  - c. The Village reserves the right to request and evaluate additional information from any Proposer after the due date for proposals, as the Village deems necessary.
- 3.10 WARRANTY  
All warranties express and implied shall be made available to the Village for professional services covered by this RFP.
- 3.11 LAWS AND REGULATIONS  
The successful Proposer shall comply with all laws and regulations applicable to provide the professional services specified in this RFP. The Proposer shall be familiar with all federal, state, and local laws that may affect the professional services offered.
- 3.12 LICENSES, PERMITS AND FEES  
The successful Proposer shall hold all licenses and/or certifications, and comply with all laws, ordinances, regulations, and code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or a successful Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the successful Proposer.
- 3.13 SUBCONTRACTING  
Unless otherwise specified in this solicitation, the successful Proposer shall not subcontract any portion of the work without the prior written consent of the Village.
- 3.14 ASSIGNMENT  
The successful Proposer with whom the Village negotiates a contract shall not assign, transfer, or otherwise dispose of said contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.
- 3.15 RESPONSIBILITY AS EMPLOYER  
The employee(s) of the successful Proposer shall be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The successful Proposer shall provide competent employee(s) capable of performing the work as required.
- 3.16 INDEMNIFICATION  
The successful Proposer with whom the Village negotiates a contract shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of

the agreement by the successful Proposer or its employees, agents, servants, partners, principals, or subcontractors. The successful Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

**3.17 INSURANCE**

The successful Proposer with whom the Village negotiates a contract shall carry appropriate insurance in amounts acceptable to the Village and shall name the Village as an additional insured on all liability insurance coverages.

**3.18 TERMINATION FOR CONVENIENCE**

The Village, at its sole discretion, reserves the right to terminate any contract negotiated with the successful Proposer upon thirty (30) days' written notice. Upon receipt of such notice, the successful Proposer shall not incur any additional costs under said contract.

**3.19 TERMINATION FOR DEFAULT**

In the event that the successful Proposer with whom the Village negotiates a contract fails to comply with the terms of said contract, then the Village shall provide to the successful Proposer written notice of the default and the successful Proposer shall have fifteen

(15) days within which to initiate action to correct the default and fifteen (15) days within which to cure the default to the satisfaction of Village (the "Cure Period"). The Village reserves the right to terminate said contract in the event the successful Proposer fails to perform in accordance with the terms and conditions stated herein and/or cure the default.

**3.20 FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.21 ACCESS AND AUDIT OF RECORDS**

The Village reserves the right to require the successful Proposer to submit to an audit by an auditor of the Village's choosing at the successful Proposer's expense. The successful Proposer shall provide access to all of its records, which relate directly or indirectly to this RFP, at its place of business during regular business hours. The successful Proposer shall retain all records pertaining to this RFP, and upon request, make them available to the Village for three (3) years following expiration of the contract negotiated pursuant to this RFP. The successful Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.



3.22 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed municipal programs, contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

3.23 PROPRIETARY AND CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposal submittals will be available for public inspection after the opening of proposals in compliance with Chapter 119 of the *Florida Statutes*; commonly known as the "Public Record Law." The Proposer shall not submit any information in response to this RFP that the Proposer considers to be a trade secret, or proprietary or confidential. The submission of any information to the Village in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer.

3.24 BINDING EFFECT

All of the terms and provisions of this RFP, whether so expressed or not, shall be incorporated into the contract negotiated with the successful Proposer and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

3.25 SEVERABILITY

If any part of this RFP is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

3.26 GOVERNING LAW AND VENUE

The contract negotiated with the successful Proposer shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

3.27 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with, or interpret terms and conditions of the contract negotiated with the successful Proposer, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

3.28 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the negotiation and award of contracts and encourages small, local, minority, and female-owned businesses to participate.

The successful Proposer with whom the Village negotiates a contract agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of said contract. The successful Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

3.29 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, *Florida Statutes*, the Public Records Law, requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, *Florida Statutes*. If the Proposer believes any of the information contained in his/her/its proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, *Florida Statutes*, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, *Florida Statutes* or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the proposal number clearly marked on the outside. The Village will not accept proposals when the entire proposal is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the

Proposer agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The selected Proposer shall keep and maintain public records and fully comply with the requirements set forth at Section 119.071, *Florida Statutes*; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this RFP.

3.30 CONFLICTS OF INTEREST

All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Village. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this RFP and may be grounds for further disqualification from participating in any future solicitations with the Village.

3.31 PUBLIC ENTITY CRIMES

As provided in Sec. 287.133(2) (a), *Florida Statutes*, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a proposal on 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 successful or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity.

3.32 PERFORMANCE BOND

The successful Proposer with whom the Village negotiates a contract shall duly execute and deliver to the Village a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total contract price, payable to the Village, as surety for faithful performance under the terms and conditions of the contract. Acknowledgement and agreement is given by both parties that the performance bond or letter of credit

amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the selected Proposer to the Village in the event of a material breach of the contract agreement by the selected Proposer. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the Village upon execution of said contract.

3.33 PROPOSER'S COSTS

The Village shall not be liable for any costs incurred by Proposers in responding to this RFP.

END OF SECTION 3

## **SECTION 4 SCOPE OF SERVICES**

### **4.1 PROJECT DESCRIPTION**

The Village Community Center facility is proposed to be built on vacant land at 483 Seabrook Road, Tequesta, Florida. It shall be designed and engineered to contain 16,000 to 20,000 square feet of interior air-conditioned floor area in two (2) stories. Specific amenities to be provided shall include a first-floor gymnasium with two (2) half-court basketball courts that can also accommodate indoor sports such as volleyball, badminton, etc.; first floor kitchen and restroom facilities; and first floor meeting rooms. In addition, second story office and storage space should be provided to accommodate the Village's Parks & Recreation Department operations. Depending on building configuration, second story meeting/conference room facilities as well as second story restroom facilities may be provided. The facility should also be designed to include an elevator and must be ADA compliant in all respects. The architecture of this facility should be complimentary of the architecture of the Village's Administration and Public Safety buildings and should meet the minimum standards established for LEED certification. Site landscaping should be designed to complement the intended use of the community center facility as described herein.

### **4.2 REQUIREMENTS OF PROPOSAL**

Proposers shall clearly describe all aspects of the project as proposed. Include details of your approach and work plans. A brief statement must be included, which explains why your proposal would be the most effective and beneficial to the Village of Tequesta.

Proposers shall submit as part of their proposals, preliminary descriptions and preliminary/conceptual layouts of their proposed Village Community Center.

END OF SECTION 4

## SECTION 5 RESPONSE REQUIREMENTS

### 5.1 SUBMITTAL REQUIREMENTS

In response to this RFP, the Proposer should return one (1) original and five (5) paper copies, in addition to one (1) copy on CD, of the entire completed proposal submission package. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed professional services. **However, overly elaborate responses are not requested or desired.**

### 5.2 REQUIRED INFORMATION

Proposers must provide the following information with their proposals:

#### a. SUBMITTAL FORMAT

To facilitate and expedite review, the Village asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your proposal. To assist you in preparing your response, the Village's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

#### b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

##### TAB 1 – INTRODUCTION

Provide a cover letter, signed by an authorized representative of your firm. Provide a positive commitment to provide the requested professional services. Also the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, telephone number, fax number and email address. The table of contents should follow the cover letter.

##### TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the proposal by page number.

##### TAB 3 – FIRM INFORMATION, EXPERIENCE AND REFERENCES

Provide a brief description of the Architect / Landscape Architect, Planners and Engineering personnel, organization, structure, and philosophy.

Provide the firm or firms' years of experience in the field of architecture, landscape architecture, planning, design and engineering services.

Identify and include qualifications of specific individuals to be assigned to the project (include names, certifications, contact information and services the individuals will provide to the Village).

Describe any significant or unique awards received or accomplishments in previous, similar projects.

Provide proof of being certified under Sec. 471.023, *Florida Statutes*, to practice or to offer to practice engineering; certified under Sec. 481.219, *Florida Statutes*, to practice or to offer to practice architecture; or certified under Sec. 481.319, *Florida Statutes*, to practice or to offer to practice landscape architecture.

References: Provide a minimum of three (3) examples of similar scope projects with applicable reference information. References should include the following information:

- a. Client name, address and phone number, fax numbers, and email address
- b. Description of professional services provided

#### TAB 4 – PROJECT APPROACH

State your project management plan, your firm or firms' interpretation of scope, and method of approach.

Provide timeframe for completion of the planning and design project.

Provide preliminary descriptions and preliminary/conceptual layouts of the proposed Village Community Center building and grounds.

Provide information regarding any suggested innovative concepts that may enhance value and quality of the facility design, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Village.

#### TAB 5 – ATTACHMENTS

All Attachment/Forms required by this RFP shall be fully executed by the Proposer and submitted as part of the proposal.

END OF SECTION 5

**SECTION 6  
THE EVALUATION PROCESS**

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

6.2 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate Village personnel, appointed Village residents, and/or other professionals with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
a. Proposer’s organization, structure, and philosophy	15
b. The qualifications of the Proposer’s professional staff to be assigned to provide the professional services	15
c. Proposer’s references, past experience, and performance on comparable work	20
d. The Proposer’s conceptual designs for the community center and grounds	50

6.3 ORAL PRESENTATIONS

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral interview / presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral interviews / presentations, the Evaluation/Selection Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents, combined with the oral presentation.

6.4 NEGOTIATIONS

Pursuant to the Consultants’ Competitive Negotiation Act (Sec. 287.055, *Florida Statutes*), the Evaluation/Selection Committee shall evaluate, score, and rank all proposals, and shall recommend to the Village Council that the Village enter into contract negotiations with the top ranked successful Proposer. In the event that the Village is unable to negotiate a contract with the successful proposer, the Evaluation/Selection Committee shall recommend to the Village Council that the Village enter into contract negotiations with the second ranked Proposer. Failing accord with the second ranked Proposer, the Evaluation/Selection Committee shall

recommend to the Village Council that the Village enter into contract negotiations with the third ranked Proposer. In the event that the Village is unable to negotiate a contract with any of the top three ranked Proposers, the Village may, at its sole discretion, continue to attempt to negotiate with lesser ranked Proposers, or in the alternative, reject all proposals.

All Proposers who negotiate with the Village shall be required to provide to the Village:

- a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency, or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or subcontractors is or has been involved within the last three (3) years.

#### 6.5 CONTRACT AWARD

All Proposers will be notified in writing when the Village makes an award recommendation. The contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. Notwithstanding the rights of protest listed herein, the Village's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6



## **SECTION 7 PROPOSAL SUBMITTALS**

### **7.1 FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the professional services offered to the Village if the Proposer is determined to be the successful Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Performance Bond or Letter of Credit (to be requested from the selected Proposer)

### **7.2 REQUIRED SUBMITTALS**

The Proposer shall provide written information on the following:

- a. The number of years' experience the Proposer has had in providing the type of professional services requested in this RFP.
- b. The names of the persons who are principals of the company, or who will have management or supervisory positions on this work. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany the proposal.
- c. The names of clients to whom the Proposer has provided or is currently providing similar professional services. Provide the name, address, telephone number, email address, contact person, and the date the service was provided. If the service provided is different from the one presented in the proposal, please explain the difference.
- d. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.
- e. Attach a Balance Sheet and a Profit and Loss Statement of the Proposer from the preceding calendar year or fiscal year, certified by either an appropriate Corporate

Officer, or an independent certified Public Accountant. If the Proposer is a privately-held corporation, providing such records for the Village to review at a time and place convenient to the Village may satisfy this requirement, at the discretion of the Village. If the Proposer is a newly formed corporate entity, the Village may require a personal guarantee of performance by the principals or stockholders.

END OF SECTION 7

**ACKNOWLEDGEMENT OF ADDENDA**

---

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

List below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different from Street Address):

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

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

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days' net \_\_\_\_ days

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

(Signature of authorized agent)

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

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

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

By signing this document, the Proposer agrees to all terms and conditions of this RFP and any resulting contract.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

**CONFLICT OF INTEREST DISCLOSURE FORM**

This RFP is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the Village of Tequesta.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title (Print or Type)

\_\_\_\_\_

Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Sec. 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Sec. 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached RFP, and of all pertinent circumstances respecting such RFP.

Such proposal is genuine and is not a collusive or sham proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from proposing in connection with such RFP.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that - \_\_\_\_\_

\_\_\_\_\_

(Insert full name and address or legal title of successful Proposer)

as Principal, hereinafter called Contractor, and \_\_\_\_\_,

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Village of Tequesta, Palm Beach County, Florida, as Obligee, hereinafter called the Village, in the amount of

\_\_\_\_\_, (\$ \_\_\_\_\_), for the payment whereof,

the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated \_\_\_\_\_, 2018, entered into a Contract with the Village in accordance with solicitation specifications RFP2018-01PR prepared by the Village, hereinafter referred as the Contract; and

WHEREAS, all of the terms and conditions of the Contract, including but not limited to the Contractor and Surety's obligation for liquidated damages, the Contractor's and Surety's acknowledgment of all provisions referring to or related to "no damages for delay" as well as all warranty and guarantee provisions are hereby incorporated herein and made a part hereof by reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Performance Bond incorporates by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages, the Contractor's and Surety's acknowledgment of all provisions referring to or related to "no damages for delay" as well as all warranty and guarantee provisions. The entire contract documents are incorporated herein by reference and made a part thereof.

The Surety hereby waives notice of any alteration or extension of time made by the Village.

Whenever the Contractor shall be and declared by the Village to be in default under the Contract, the Village having performed the Village's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the most responsible Proposer, or if the

Village elects, upon determination by the Village and the Surety jointly of the most responsible Proposer, arrange for a Contract between such Proposer and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the contract and any amendments thereto, less the amount properly paid by the Village to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Insurer) Surety (Seal)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Attorney-in-Fact)

**LETTER OF CREDIT FORMAT**

LETTER OF CREDIT NO.: \_\_\_\_\_  
ISSUANCE DATE: \_\_\_\_\_

APPLICANT:  
{Name of Corporation} \_\_\_\_\_  
{Address} \_\_\_\_\_  
{City, State, Zip} \_\_\_\_\_

BENEFICIARY:  
VILLAGE OF TEQUESTA  
345 TEQUESTA DRIVE  
TEQUESTA, FLORIDA 33469

FOR U.S.D. \$ \_\_\_\_\_  
DATE OF EXPIRATION: \_\_\_\_\_

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ IN FAVOR OF THE BENEFICIARY, THE VILLAGE OF TEQUESTA, FLORIDA (HEREINAFTER "VILLAGE") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE VILLAGE MANAGER OF THE VILLAGE CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: {Name of Project} \_\_\_\_\_ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY THE VILLAGE IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO {Name of Bank} \_\_\_\_\_ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF

CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE VILLAGE TO ENFORCE THIS LETTER OF CREDIT SHOULD THE VILLAGE PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} \_\_\_\_\_  
{Address} \_\_\_\_\_  
{City, State, Zip} \_\_\_\_\_  
ATTN: {Department} \_\_\_\_\_

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER {Name of Bank} \_\_\_\_\_ LETTER OF CREDIT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 20\_\_."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} \_\_\_\_\_

BY: \_\_\_\_\_  
      {Name} \_\_\_\_\_  
      {Title} \_\_\_\_\_

END OF SECTION 8