

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REQUEST FOR QUALIFICATIONS

Loxahatchee River Environmental Control District (“LRECD”) requests that interested parties respond to the solicitation below by Thursday, March 4, 2021. Further information is available through DemandStar.com or on LRECD’s website at <https://loxahatcheeriver.org/governance/purchasing-bids/>.

#21-002-00101 – MICROSOFT CONSULTING AND SUPPORT

MICROSOFT CONSULTING SERVICES

Loxahatchee River Environmental Control District is seeking Qualification Statements from qualified, professional technology vendors for Microsoft Consulting Services for LRECD. A written Qualification Statement will be accepted until 2:00 P.M., Thursday, March 4, 2021.

REQUEST FOR QUALIFICATIONS DUE DATE: MARCH 4, 2021 AT 2:00 P.M.

Detailed information and data to be submitted with a Qualification Statement are available at LRECD’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. It is the responsibility of the consultant to ensure that all pages are included. Therefore, all consultants are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to LRECD’s Purchasing Agent at purchasing@lrecd.org. All questions and responses will be posted on LRECD’s website (link above).

LRECD reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of the Request for Qualifications including, but not limited to, submission deadlines, submission requirements, and the scope of services. LRECD further reserves the right to reject any or all submittals, and to cancel or withdraw this Request for Qualifications at any time.

Firm selection for each project performed under this Request for Qualifications is dependent upon the negotiation of a mutually acceptable contract between LRECD and qualified firm.

The solicitation **RFQ 21-002-00101** has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this solicitation electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for consultants to respond to this solicitation. Qualification Statements shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Gordon Boggie, Chairman

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REQUEST FOR QUALIFICATIONS
#21-002-00101 – MICROSOFT CONSULTING AND SUPPORT
MICROSOFT CONSULTING SERVICES

PURPOSE

Loxahatchee River Environmental Control District (LRECD) is seeking qualified, experienced, and licensed firm(s) to provide consulting services on a variety of Microsoft products and service areas including the following:

1. Microsoft Application Support and Development
 - a. Microsoft 365
 - b. Power Platform – Power BI, DAX, Power Automate, Power Apps
 - c. SharePoint Online
 - d. Active Directory – on-premises and Azure
2. Microsoft SQL on-premises Server and Azure SQL
 - a. Query development and assistance
 - b. Database management, maintenance, and support
3. Microsoft Dynamics GP and Dynamics 365
 - a. Dynamics GP Partner for licensing
 - b. Upgrade and/or migration from GP to 365
 - c. Ongoing support and enhancements

BACKGROUND

Loxahatchee River Environmental Control District is an Independent Special District created by the Florida Legislature in 1971. LRECD serves as the regional wastewater utility providing service to Jupiter, Tequesta, Juno Beach and unincorporated areas of northern Palm Beach and southern Martin Counties. LRECD's major facilities include: Wastewater Collection & Transmission; Reuse Distribution System; Wastewater Treatment Facility; and Administration, Education, and Maintenance Facilities.

LRECD utilizes Microsoft products to provide a variety of IT services to its 80+ staff members and the organization. LRECD is presently an Office 365 E3 license holder for approximately 85 users, primarily desktop and field laptop users. Users utilize Office applications primarily for standard business functions such as Outlook, Excel, Word, PowerPoint, etc., as well as a variety of data management, analysis and visualization functions through commercial and in-house developed applications using SQL, Access, and the Power Platform. Microsoft Dynamics GP 2016 (R2) is used for the General Ledger, Payroll, Human Resources, Fixed Assets, Accounts Payable, Analytical Accounting, and Management Reporter systems.

BUDGET

Budgeted activities for the current fiscal year ending September 30, 2021 are less than \$30,000. Long-term budget planning includes the potential for more significant application development estimated at over \$150,000 over two years, in addition to ongoing general consulting services at less than \$10,000 per year. There is no guarantee of future budget allocations and the allocations are subject to change.

SCOPE OF SERVICES

The following is a summary of LRECD's utilization of the following products and the types of consulting services that LRECD is seeking.

1. Microsoft Application Support and Development

- a. **Microsoft 365** – LRECD staff users primarily utilize Outlook, Word, Excel, PowerPoint, with some in-house applications build on Access to handle a variety of business processes.

LRECD is interested in consultant services to improve and streamline workflows and applications ranging from simple solutions such as macro or template development, to more complex workflow and application development to completely revamp a business process using current Office 365 tools such as the Power Platform.

- b. **Power Platform** – Power BI (PBI), DAX, Power Automate, Power Apps. LRECD was an early adopter of Power BI and presently have more than 100 PBI applications (with some utilization of Power Automate and Apps) to manage, analyze and visualize a variety of data from commercial database systems with SQL back-ends, in-house databases and worksheets, and public data from other agencies, etc.

LRECD is seeking consultant services ranging from simple guidance on best practices, DAX programming help, development assistance to LRECD staff, as well as complete application development using Power Platform apps. For example, consulting services needed range from a simple call to get DAX syntax or Power BI functionality assistance, to a complete revamp of an in-house Access application for improved functionality and features using Power Platform.

- c. **SharePoint Online** – LRECD uses SharePoint for their Intranet to manage a variety of content. Only standard components such as pages, Lists, Libraries, and web parts are used.

LRECD is seeking consultant services for SharePoint development, permissions, best practices, configurations, and implementation.

- d. **Active Directory** – LRECD uses on-premises Active Directory for identity management for local resources. In addition, Azure AD Connect is utilized to synchronize users and groups for cloud based applications in both Office 365 and Azure. Passwords are authenticated via pass-through authentication using Azure AD Connect.

LRECD is seeking consultant services for a periodic review of best practices, configuration, updates and maintenance.

2. Microsoft SQL on-premises Server and Azure SQL

- a. **Query development and assistance** – Due to the utilization of Power BI described above, LRECD has the need to query a variety of both commercial and in-house SQL database systems locally and in Azure.

LRECD is seeking consulting services to provide SQL expertise for the development of SQL queries, configuring SQL Server Integration Services (SSIS), and other database functionalities.

b. Database management, maintenance, and support.

LRECD is seeking consulting services for periodic review of best practices, configuration, maintenance, and implementation of upgrades/new features.

3. Microsoft Dynamics GP and Dynamics 365

a. Dynamics GP Partner for licensing

LRECD is seeking consultant services for licensing.

b. Upgrade and/or migration from GP to 365

LRECD is seeking consultant services to manage the upgrade of Dynamics GP 2016(R2) to the latest version and to possibly assist in the migration to Dynamics 365 in the future.

c. Ongoing support and enhancements

LRECD is seeking consultant services for periodic review of best practices, configurations, and assistance with projects such as integration and development of Power BI interfaces to simplify data analysis and visualization and obtaining a connector tool to integrate Dynamics GP to other applications used within the District.

MINIMUM QUALIFICATIONS

Consultants must meet the following minimum qualifications, as of the submission deadline, in order to be considered responsive to this RFQ.

1. The consultant shall have a minimum of three (3) years of experience satisfactorily providing the same or similar consultant services identified in response to this RFQ.
2. The consultant shall be a Microsoft Certified Solution Provider. Progressive preference is given for current Silver and Gold competencies, as well as applicable Competency Areas.

Any consultant that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call consultants.

TERM OF ENGAGEMENT

Consultants have the option to select which products and services area(s) they want to be considered for (i.e., 1c, 2a, 2b). LRECD anticipates selecting a minimum of two qualified consultants for each service area to provide services under an anticipated 5-year contract.

There is no guarantee of work assigned to each consultant, but the Scope of Services of this solicitation explains some of the anticipated activities. LRECD reserves the right to add or delete, at any time, any or all tasks or services associated with this Contract. LRECD, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

CONTACT INFORMATION

Any **questions** concerning the intent, meaning and interpretation of the Request for Qualification documents shall be requested in writing via email or fax, and received by LRECD **no later than 2:00 P.M. Local Time on February 17, 2021**. Written inquiries shall be sent to:

Hazel Figueroa, Purchasing Agent
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8962
Fax: (561) 743-3027
E-mail: purchasing@lrecd.org

LRECD will not respond to oral inquiries.

No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents shall be made in the form of a written addendum to the RFQ document and shall be furnished by LRECD to all Proposers.

PREPARATION

LRECD shall not be liable for any costs, fees or expenses incurred by any Proposer in responding to this RFQ, subsequent inquiries or presentations relating to a response.

Pursuant to the Florida Public Records Act, materials submitted by all respondents and the results of LRECD's evaluation are open to public inspection. Respondents should take special note of this as it relates to any proprietary information that may be included in proposals.

QUALIFICATION STATEMENT SUBMITTAL/WITHDRAWAL

Qualification Statements will be received by Loxahatchee River Environmental Control District until 2:00 P.M. local time on March 4, 2021. Any submittals received after 2:00 P.M. local time on March 4, 2021, will not be accepted under any circumstances.

The submission of Qualification Statements must be submitted electronically through DemandStar.com. The proposer can only view/submit their Qualification Statement and will not have access to any other submittals. The Qualification Statements submitted may be changed at the consultant's discretion until the RFQ due date and time is reached. Respondents are strongly encouraged to contact DemandStar at demandstar.com (866) 273-1863 for instructions on how to submit an electronic bid.

It is the sole responsibility of the consultant to assure that their submittal is uploaded to DemandStar on or before the RFQ due date and time. The LRECD shall in no way whatsoever be responsible for any delays caused by power outages or internet failures. No exceptions will be made.

Each firm shall hold their Qualification Statement good for acceptance by LRECD for a period not less than ninety (90) calendar days from March 4, 2021, during which time LRECD may request clarification of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposals, but only that portion so amended or clarified. Qualification Statement submittals may be withdrawn by removing all documents from DemandStar prior to the deadline. If a firm wishes to withdraw their Qualification Statement after the responses have been opened by the LRECD the withdraw must be made by written notice or in person at any time prior to March 12, 2021.

SUBMITTAL REQUIREMENTS

Submittals shall be reviewed for responsiveness in accordance with the following requirements. Incomplete submittals shall be deemed non-responsive by LRECD and not considered for further review.

1. Letter of Interest (Not to exceed 3 pages)

A submittal letter introducing the consultant and expressing the consultant's interest in being considered for on-call consulting services, clearly identifying the applicable sub-area(s) of interest. The letter of interest must include the following:

- a. Name of entity/individual, mailing address, telephone number, and email address along with a brief explanation describing the organization.
- b. Demonstrate that the consultant has the availability and time to dedicate existing personnel and resources necessary to provide consulting services offered.
- c. Demonstrate that the consultant has the minimum qualifications listed above.
- d. Identify the contact person responsible for the submittal, specifying the name, title and contact information. Note that the person signing the letter of interest must be a legal representative of the consultant and authorized to bind the consultant to an agreement in the event of an award.

2. Relevant Experience of Key Personnel and the Firm (Not to exceed 6 pages)

- a. Key Personnel Experience. The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their experience performing similar services.
- b. Firm Experience. The submittal must describe the firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work.
- c. General Firm Information. General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided.
- d. Proof of Microsoft Certified Solution Provider, level of competency and Competency Areas.

3. Fee Structure

Provide a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses. In reference to vehicle travel, mileage and man-hours spent in travel time, this is considered incidental to the work and not an extra compensable expense.

4. Client Reference

Provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in Attachment A. The consultant's submission of a completed Client Reference worksheet constitutes the consultant's express consent for LRECD to contact the listed references to inquire regarding the qualifications of the consultant.

List any prior services performed for LRECD.

SIGNATURE REQUIREMENTS

The Qualification Statement must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting Qualification Statements, although permitted and encouraged, will not be considered responsible unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate for limited resources. Each Qualification Statement shall indicate the entity responsible for execution on behalf of the Qualification Statement team.

REQUEST FOR QUALIFICATION ADDENDA

In the event that it becomes necessary to revise any part of this Request For Qualifications, or if additional information is necessary to enable the proposing firms or individuals to make an adequate interpretation of the provisions of this Request For Qualifications, an addendum(s) to the Request For Qualifications will be posted on LRECD's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> and DemandStar.

SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of LRECD staff who have relevant knowledge and experience. The panel will score the qualification statements based upon the qualification materials submitted according to the following criteria:

1. Letter of Interest (20 Points Maximum)

Availability, demonstrated capacity, and qualifications necessary to provide the consulting services specified in the RFQ. Ability to meet LRECD's contract and insurance requirements.

2. Relevant Experience (50 Points Maximum)

a. Demonstrated ability, based on consultant experience and specific experience of key personnel, to provide technical assistance on the types of tasks listed in the RFQ. Consultants need not necessarily be experts in every task in a given sub-area in order to achieve a favorable score. (40 Points Maximum)

b. Prior experience, including ability to work with LRECD (10 Points Maximum)

3. Responsiveness to the RFQ (15 Points Maximum)

Presentation, completeness, and clarity of information provided.

4. Fee Structure (15 Points Maximum)

The consultant's cost competitiveness and reasonableness.

5. Client References. (Pass/Fail)

The submittals will be scored on a zero to 100-point scale, excluding bonus points. LRECD will likely enter into a contract agreement with the two top scoring consultants in each service area. Other consultants that receive a minimum of 70 points will be placed on a list of qualified consultants for each consultant service area and may be contacted in the future. A contract and/or placement on the list of qualified consultants is not a guarantee of work and does not constitute a commitment by LRECD to assign work to the consultant. As appropriate, LRECD may conduct an additional competitive process (e.g., solicit bids or issue Requests for Proposals) prior to awarding contracts. LRECD anticipates that all services will be on an as-needed or on-call basis.

REJECTION RIGHTS

LRECD reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission and submission requirements. LRECD further reserves the right to reject any or all Qualification Statements and to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract.

INSURANCE REQUIREMENTS

The selected consultant shall provide the following insurance coverage as a minimum during the contract:

a. Vehicle – Owner, Hired, Non-owner – Any Automobile Coverage

Injury or death of any one person:	\$1,000,000
Injury or death of more than one person in any one occurrence:	\$1,000,000
Property Damage – any one occurrence:	\$ 300,000

b. Comprehensive General Liability, other than vehicle, including:

Comprehensive Premises Operations Products/Completed Operations Hazard Broad Form Property Damage Independent Contractors Personal Injury	
Per occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Injury or death of any one person:	\$1,000,000
Injury or death of more than one person in any one occurrence:	\$1,000,000

c. Property Damage:

Each occurrence:	\$ 300,000
Aggregate operations:	\$ 500,000
Aggregate protective:	\$ 500,000
Aggregate contractual:	\$ 500,000

d. Professional Liability Insurance: \$1,000,000

The contractor shall make the same insurance requirements of any of its subcontractors. The contractor shall indemnify and save Owner harmless from any damages resulting to them for failure of the contractor or subcontractor to take out or maintain such insurance.

Loxahatchee River Environmental Control District shall be listed as an insured or additional insured on the insurance certificate.

CONSULTANT PERFORMANCE REVIEWS AND RATINGS

LRECD may develop a consultant performance evaluation report. This report shall be used to periodically review and rate the consultant’s performance under the contract with performance rating as follows:

Satisfactory:	Meets requirements
Unsatisfactory:	Does not meet requirements

The report shall also list discrepancies found during the review period. The consultant shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Consultant performance reviews and subsequent reports will be used in determining the suitability of the contract services and extension.

DELETION OR MODIFICATION OF SERVICES

LRECD reserves the right to delete or make modifications to any portion of the Contract at any time without cause, and if such right is exercised by LRECD, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

RENEWAL OPTION WITH ESCALATOR

Prices shall remain firm for the initial twenty-four (24) month period.

At the beginning of each of the additional three (3) twelve (12) month periods, LRECD will consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)), not to exceed five percent (5%).

The yearly increase or decrease in the CPI shall be the published index for June, prior to the end of the contract term then in effect, as compared to the index for the comparable month, one year prior. For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the LRECD Governing Board.

GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR CONSULTANTS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Consultants are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between LRECD and the successful consultant. Changes to this solicitation may be made only by written amendment issued by LRECD's Purchasing Agent. Consultants are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing with sufficient time to permit a written response and, if required, will be provided to all prospective consultants, prior to RFQ opening. Oral explanations or instructions given by any LRECD agent are not binding and should not be interpreted as altering any provision of this document. Consultant certifies that this Qualification Statement is made without reliance on any oral representations made by LRECD.

The obligations of LRECD under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the consultant shall in no way be a cause for relief from responsibility. The successful consultant shall strictly comply with Federal, State and local pollution, highway, and safety regulations. Consultant certifies that all materials, equipment, processes, or other items supplied in response to this solicitation shall comply with all relevant Federal and State requirements. Any costs to maintain such compliance shall be borne by the consultant. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this solicitation shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful consultant and LRECD for any terms and conditions not specifically stated in the Solicitation.

- b. **DISCRIMINATION PROHIBITED:** LRECD is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful consultant is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful consultant is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of LRECD. All persons engaged in any of the work or services performed pursuant to this Contract, at all times, and in all places, be subject to the successful consultant's sole direction, supervision, and control. The successful consultant shall exercise control over the means and manner in which it and its employees perform the work, and

in all respects the successful consultant's relationship, and the relationship of its employees, to LRECD shall be that of an Independent Contractor and not as employees or agents of LRECD.

- d. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires LRECD to notify all consultants of the following: "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 response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. **NON-COLLUSION:** Consultant certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more consultants over other consultants. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with LRECD may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/or debarment or suspension from doing business with LRECD.

- f. **LOBBYING:** After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective vendor, consultant, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the solicitation or renegotiations with any LRECD officer, agent, Board member, or employee other than the Purchasing Agent or his/her designee. This prohibition ends upon execution of the final contract or when the solicitation has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Agent. A vendor who violates this provision may be subject to one or more of the following sanctions: (A) Written warning and reprimand; (B) Termination of contract; and (C) Debarment or suspension.
- g. **CONFLICT OF INTEREST:** All consultants shall disclose with their Qualification Statement the name of any officer, director, or agent who is also an employee or a relative of an employee of LRECD. Further, all consultants shall disclose the name of any LRECD employee or relative of an LRECD employee who owns, directly or indirectly, an interest of ten percent or more in the consultant's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** LRECD and the successful consultant each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither LRECD nor the successful consultant shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful consultant shall indemnify, save harmless and defend LRECD, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful consultant, its subcontractors, agents, servants or

employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- j. **PUBLIC RECORDS:** Any material submitted in response to this Solicitation is considered a public document in accordance with F.S. 119.07. This includes material which the responding consultant might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to F.S. 119.07.
- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the RFQ document (original terms and conditions), Qualification Statement, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- l. **LEGAL EXPENSES:** LRECD shall not be liable to a consultant for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. QUALIFICATION STATEMENT SUBMISSION

- a. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with F.S. 287.087 attached form "Drug-Free Workplace Certification" should be fully executed and submitted with the Qualification Statement in order to be considered for a preference whenever two (2) or more Qualification Statements which are equal with respect to price, quality, and service are received by LRECD.
- b. **CONDITIONED OFFERS:** Consultants are cautioned that any condition, qualification, provision, or comment in their Qualification Statement, or in other correspondence transmitted with their Qualification Statement, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their Qualification Statement as non-responsive.
- c. **ACCEPTANCE/REJECTION OF QUALIFICATION STATEMENTS:** LRECD reserves the right to accept or to reject any or all Qualification Statements. LRECD also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the Qualification Statement of any consultant who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of consultants in order to make a determination as to its ability to perform.

LRECD reserves the right to reject any offer or Qualification Statement if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to LRECD, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some line items and significantly greater than fair market price for other line items. Fair market price shall be determined based on industry standards, comparable offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer is materially

unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.

- d. **NON-EXCLUSIVE:** LRECD reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of F.S. 287.042 provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, LRECD reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- e. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** LRECD encourages and agrees to the successful consultant extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful consultant.
- f. **PERFORMANCE DURING EMERGENCY:** By submitting a Qualification Statement, consultant agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, LRECD shall be given "first priority" for all goods and services under this contract. Consultant agrees to provide all goods and services to LRECD during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Consultant shall furnish a 24- hour phone number to LRECD in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the consultant subject to sanctions from doing further business with LRECD.

4. AWARD

- a. **POSTING OF AWARD RECOMMENDATION:** Notice of all LRECD decisions or intended decisions shall be made by electronic posting on LRECD's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).
- b. **PROTEST PROCEDURE:** Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within ten (10) business days after the protesting party files the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision. LRECD's complete protest procedures are provided in the LRECD Procurement Policy, see <https://loxahatcheeriver.org/governance/purchasing-bids/>.

5. CONTRACT ADMINISTRATION

- a. **FEDERAL AND STATE TAX:** LRECD is exempt from Federal and State taxes. The Purchasing Agent shall provide an exemption certificate to the successful consultant, upon request. Successful consultants are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with LRECD, nor are successful consultants authorized to use LRECD's Tax Exemption Number in securing such materials.
- b. **PAYMENT:** Payment shall be made by LRECD after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number.
- c. **CHANGES:** LRECD Purchasing Agent may make minor changes to the contract terms by written notification to the successful consultant. Minor changes are defined as modifications which do not

significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful consultant shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.

- d. **DEFAULT:** LRECD may, by written notice of default to the successful consultant, terminate the contract in whole or in part if the successful consultant fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event LRECD terminates this contract in whole or in part because of default of the successful consultant, LRECD may procure goods and/or services similar to those terminated, and the successful consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the successful consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful consultant), the rights and obligations of the parties shall be those provided in Section 5-e, "Termination for Convenience."

- e. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of LRECD so require, terminate the contract, in whole or in part, for the convenience of LRECD. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful consultant, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful consultant has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful consultant shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the successful consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

- f. **ACCESS AND AUDITS:** The consultant shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. LRECD shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the consultant's place of business.
- g. **EFFECTIVE:** The submission of the Qualification Statement will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and LRECD when written Notice to Proceed has been given by LRECD through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- h. **DOCUMENT:** The Contract shall be comprised of the documents listed in the Solicitation and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and LRECD. The Contract will bind LRECD, and the Vendor and their partners, successors, assigns, and legal representatives.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS/PROPOSALS - In accordance with F.S 287.087, a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of F.S. 287.087. In the event tie bids/proposals are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with LRECD's Procurement Policy pertaining to tie bids/proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal and received on or before time of RFQ opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of 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/proposal a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the RFQ, 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 F.S. 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 for any convicted employee.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation F.S. 287.087.

THIS CERTIFICATION is submitted by _____ (the Individual's Name)

_____ of _____

(Title/Position with Company/Vendor) (Name of Company/Vendor) who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of F.S. 287.087, which are identified in numbers (1) through (6) above.

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133, FLORIDA STATUTES**

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to Loxahatchee River Environmental Control District in conjunction with the proposal for services.

by _____
Print individual's name and title

for _____
Print name of entity submitting sworn statement

Business address:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one 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.

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

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

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

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

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

7. I understand that "judgment" as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment entered against it?

No

Yes (If yes, provide a copy of the judgment)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2019

Personally known or produced identification (circle one) _____

Notary Public – State of _____

County of _____

My commission expires _____

(Notary Public Signature)

(stamp)

Commissioned name of Notary Public _____

ATTACHMENT A – CLIENT REFERENCES

The following is a list of four (4) references:

REFERENCE 1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 4

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____