

## **Solicitation 12622-926**

# **Design Criteria Package - 17th Street Causeway Large Water Main Replacement**

**Bid Designation: Public**



**City of Fort Lauderdale**

**Bid 12622-926****Design Criteria Package - 17th Street Causeway Large Water Main Replacement**

Bid Number **12622-926**  
 Bid Title **Design Criteria Package - 17th Street Causeway Large Water Main Replacement**

Bid Start Date **Jan 3, 2022 1:17:17 PM EST**  
 Bid End Date **Feb 7, 2022 2:00:00 PM EST**  
 Question & Answer End Date **Jan 31, 2022 7:00:00 AM EST**

Bid Contact **Paulette R Hemmings Turner**  
**Procurement Specialist**  
**Finance**  
**954-828-5139**  
**pturner@fortlauderdale.gov**

Contract Duration **One Time Purchase**

Contract Renewal **Not Applicable**

Prices Good for **120 days**

Pre-Bid Conference **Jan 14, 2022 10:30:00 AM EST**  
**Attendance is optional**  
**Location: Microsoft Teams meeting**  
  
**Join on your computer or mobile app**

**[Click here to join the meeting](#)**

**Or call in (audio only)**

**+1 954-686-7296,,3611267# ÃfÂ, Ã, Â United States, Fort Lauderdale**

**Phone Conference ID: 361 126 7#**

**[Find a local number](#) | [Reset PIN](#)**

**This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.**

**[Learn More](#) | [Meeting options](#)**

Bid Comments **The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package for the 17<sup>th</sup> Street Causeway – Large Water Main Replacement. for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).**

**This project is located at along NE 17 Street and Cordova Road, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, preparation of a design criteria package for the**

replacement of approximately 6,400 linear feet of 10- and 12-inch watermain. The selected consultant will prepare 30% design plans and specifications. The preliminary drawings and specifications, which describe all major systems, elements, details, components, materials, equipment, and any other information necessary for the design/build (D/B) contractor to develop and finalize the design and construction.

**Pre-Proposal Meeting**

A pre-proposal meeting will be held on Friday, January 14, 2022 @ 10:30 AM, via Microsoft Teams.

**Electronic Bid Openings**

This solicitation will be opened electronically via bidsync.com at the date and time indicated on the solicitation. All openings will be held on the bidsync.com platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Zoom meeting" by using the following information:

RFQ# 12622-926: Design Criteria Package -17<sup>th</sup> Street Causeway Large Water Main Replacement

Date & Time : Monday February 7, 2022 @ 2:00 PM

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 954-686-7296,,37761738# United States, Fort Lauderdale

Phone Conference ID: 377 617 38#

Find a local number | Reset PIN

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

**Minimum Qualifications**

Firms shall be in the business of Design Professional Services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Added on Jan 4, 2022:

Addendum 1

Adds Figure 1 - Location Map

Added on Jan 5, 2022:

Pre-Proposal Meeting Date and Time

Friday, January 14, 2022 @ 10:30 AM

Added on Jan 18, 2022:

Pre-Proposal Meeting Attendance Sheet

**Addendum # 1**

New Documents

**Addendum 1.pdf**

**Addendum # 2**

Pre-Bid Conference Changes

**Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.**

**Addendum # 3**

New Documents

**Meeting Attendance ReportPre-Proposal Meeting - 12622-926.pdf**

Item **12622-926--01-01 - 12622-926 Design Criteria Package 17th Street Causeway Large Water Main Replace**

Quantity **1 project**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

Engineering Department

100 N. Andrews Ave.

4th Floor, City Hall

Ft. Lauderdale FL 33301

**Qty 1**

**Description**

Design Professional Firms interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with requirements as indicated.

Submit your proposals electronically via BIDSYNC.COM.

Do not submit pricing, pricing will be negotiated with the 1st ranked proposer.

Request for Qualifications

**RFQ # 12622-926**

**Design Criteria Package – 17<sup>th</sup> Street Causeway – Large Water  
Main Replacement**

**Project # 11465**

Pursuant to Section 287.055  
Consultants' Competitive Negotiation Act (CCNA)

**City of Fort Lauderdale**



**DANIEL FISHER  
PROJECT MANAGER II**

**Paulette Hemmings Turner  
PROCUREMENT SPECIALIST  
Telephone: (954) 828-5139 E-mail: [PT@fortlauderdale.gov](mailto:PT@fortlauderdale.gov)**

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package for Design Criteria Package for the 17<sup>th</sup> Street Causeway – Large Water Main Replacement, as further described in Section III – Scope of Services. Those Firms which are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

### 1.2 BidSync

The City uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a response to ensure familiarity with the use of BidSync. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge to bidders/construction managers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through BidSync at [bidsync.com](http://bidsync.com) no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [bidsync.com](http://bidsync.com).**

### 1.3 Electronic Bid Openings

This solicitation will be opened electronically via [bidsync.com](http://bidsync.com) at the date and time indicated on the solicitation. All openings will be held on the [bidsync.com](http://bidsync.com) platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a “Microsoft Teams meeting” by using the following information:

**RFQ# 12622-926: Design Criteria Package - 17<sup>th</sup> Street Causeway Large Water Main Replacement**

**Date & Time: Monday February 7, 2022 @ 2:00 PM**

**Microsoft Teams meeting**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

+1 954-686-7296,,37761738# United States, Fort Lauderdale

Phone Conference ID: 377 617 38#

[Find a local number](#) | [Reset PIN](#)

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on [bidsync.com](https://bidsync.com) before the Last Day for Questions indicated in the Solicitation.

#### 1.4 Pre-Proposal Meeting

A pre-proposal meeting will be held on Friday, January 14, 2022 @ 10:30 AM,

### Microsoft Teams meeting

#### Join on your computer or mobile app

[Click here to join the meeting](#)

#### Or call in (audio only)

[+1 954-686-7296](tel:+19546867296), [3611267#](tel:+13611267) United States, Fort Lauderdale

Phone Conference ID: 361 126 7#

[Find a local number](#) | [Reset PIN](#)

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

While attendance is not mandatory, it is strongly suggested that all proposers attend the pre-proposal conference. It will be the sole responsibility of the proposer to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal.

#### 1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division  
Attn: Paulette Hemmings Turner, Procurement Specialist  
100 N. Andrews Avenue, 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5139  
E-mail: [PTurner@fortlauderdale.gov](mailto:PTurner@fortlauderdale.gov)

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A platform provided by BidSync at [bidsync.com](https://bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **Please note:** Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. Submission of a proposal will be considered evidence that the Construction Manager has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

**1.6 Debarred or Suspended Bidders or Proposers**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

**1.7 Prohibition Against Contracting with Scrutinized Companies**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**END OF SECTION**



## SECTION II – GENERAL TERMS AND CONDITIONS

### 2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by Bidsync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by Bidsync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to Bidsync as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.2 Changes and Alterations

Consultant may change or withdraw a proposal at any time prior to the proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

### 2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

### 2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Agreement.

### 2.5 Acceptance of Responses/Minor Irregularities

**2.5.1** The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

**2.5.2** The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

### 2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## 2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## 2.8 Minimum Qualifications

Firms shall be in the business of **Design Professional Services** and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.8.1** Proposer or principals shall have current certificate of registration under chapter 471 of the Florida Statutes as a registered engineer to practice engineering and who has documented experience in the preparation of design criteria package that meets the minimum qualification described in this document. Project manager assigned to the work must have experience in the services described in this document and have served as project manager on similar projects.

**2.8.2** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.8.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.8.4** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.8.5** Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service required.

## 2.9 Lobbyist Ordinance

**ALL CONSULTANTS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## 2.10 Protest Procedure

**2.10.1** Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.10.2** The complete Protest Ordinance may be found on the City's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## 2.11 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

## 2.12 Sub-Consultants

**2.12.1** A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its proposal, the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

**2.12.2** Consultants shall include in their responses, the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

## 2.13 Local Business Preference

**2.13.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Local Business Preference, the Proposer shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

### 2.13.2 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ART\\_VFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ART_VFI_DIV2PR_S2-186LOBUPR)

## 2.14 Disadvantaged Business Enterprise Preference –

**2.14.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged

business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

## 2.15 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Consultant must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a) The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement,

it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d) In the event the Agreement term or any surviving obligation of the Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f) The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g) The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Consultant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Consultant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

**NOTE:** CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

#### **2.16 Insurance - Subconsultants**

Consultant shall require all of its sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

#### **2.17 Award of Contract**

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

#### **2.18 Modification of Services**

**2.18.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.18.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, 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 and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.18.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.



**2.18.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.19 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.20 Unauthorized Work**

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award.

**2.21 Payment Method**

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the purchasing card in the same manner as other credit card purchases.

Accordingly, Consultant must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Consultant's participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

**2.22 Payment Card Industry (PCI) Compliance**

Consultant agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Consultant and/or any subconsultant that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**2.23 Prohibition Against Contingent Fees**

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

**2.24 Indemnity/Hold Harmless Agreement**

The Consultant agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**2.25 Canadian Companies**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.26 Instructions**

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through Bidsync as stated in Section 4.1.

**2.27 Discrepancies, Errors and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

**END OF SECTION**

## SECTION III - SCOPE OF SERVICES

### 3.1 PROJECT BACKGROUND

This project is located at along NE 17 Street and Cordova Road, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, preparation of a design criteria package for the replacement of approximately 6,400 linear feet of 10- and 12-inch watermain. The selected consultant will prepare 30% design plans and specifications. The preliminary drawings and specifications, which describe all major systems, elements, details, components, materials, equipment, and any other information necessary for the design/build (D/B) contractor to develop and finalize the design and construction.

The City of Fort Lauderdale potable water service area encompasses a total area of 43 square miles and is the largest distribution system in Broward County. The City's system serves a population of over 225,000, including both retail and wholesale customers. The retail customers include the City of Fort Lauderdale, unincorporated Broward County, Lake, and a portion of Lauderdale-by-the-Sea. The City has wholesale agreements with the Town of Davie and the Cities of Oakland Park, Tamarac (east of 34th Avenue), and Wilton Manors as well as Port Everglades.

The City maintains and operates a potable water system consisting of the following three main components. Two water treatment plants (WTPs), Fiveash WTP and the Peele-Dixie WTP. Two remote storage and repump facilities, Poinciana Park Water Tank & Pump Station and the Northwest 2nd Avenue Water Tank & Pump Station. Finished water is delivered to customers through approximately 750 miles of distribution pipeline. The City withdraws groundwater from the surficial Biscayne Aquifer from two active wellfields, the Dixie Wellfield (serving Peele-Dixie WTP) and the Prospect Wellfield (serving Fiveash WTP). The WTPs treat the raw groundwater to meet all water quality regulations and pump the finished water through the City's distribution system to its customers either directly or via the remote storage and repump facilities.

The infrastructure improvements completed under the current WaterWorks 2011 program significantly improve water delivery flows and system pressures in many areas served by the City. However, based upon anticipated growth and development/ redevelopment trends, the hydraulic modeling results indicate that areas of lower pressure are anticipated to re-occur occur along the southeastern portions of the City. Community Investment Project (CIP) 11465: *17<sup>th</sup> Street Large Water Replacement* was created out of the 2007 Water Master Plan Updates and recommends replacement of 12-inch Cast Iron Pipe along SE 17<sup>th</sup> Street with 24-inch pipe and 12-inch & 8-inch Ductile Iron Pipe along Cordova and SE 10<sup>th</sup> Avenue, SE 18<sup>th</sup> Street and SE 10<sup>th</sup> Avenue with 12-inch pipe. A figure depicting the limits of the project is provided in Figure 1.

### 3.2 OVERALL PROJECT DESCRIPTION

The selected consultant will prepare a primary design report which will include a review of existing City water, sewer and stormwater as-builts, the collection of other known utilities within the corridor via a Sunshine 811 Design Ticket, perform a topographic and boundary survey, perform geotechnical soil sampling and other related tasks as required. Additionally, the consultant will identify all reconnections to the existing watermain system, services connections, fire hydrants, maintenance of traffic considerations, identification of all permits required, any easement acquisitions required, dewatering and stormwater pollution prevention requirements and impacts to local business and residents. Based on the data collection the Consultant will provide the City with route and pipe materials options which may include a combination of open cut, horizontal direction drill, pipe bursting, jack and bore, micro tunneling or other technologies. Each option provided to the City will include an opinion of probable construction cost and construction schedule.

The selected option will progress to detail design and may require additional subsurface utility engineering to verify utilities and possible conflicts. The Consultant will be required to obtain all permits from the Florida Department of Environmental Protection, Florida Department of Transportation, Broward County Traffic Engineering Division and any other agency having jurisdiction in the area. Additional services will include preparing a final cost estimate, assistance with bidding and construction administration services.

### **3.3 GENERAL REQUIREMENTS FOR DESIGN CRITERIA PACKAGE**

#### **3.3.1 Design Standards:**

The Consultant shall determine the standards the work shall meet to obtain all the requisite regulatory approvals. The final Project Definition Report will be used as the basis of developing the scope of work of the 30% design, which shall include, but is not limited to, the preliminary drawings and specifications, which describe all major systems, elements, details, components, materials, equipment, and any other information necessary for the design/build (D/B) contractor to develop and finalize the design and construction. The design shall be adequate for the D/B contractor to develop and finalize the design and construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

#### **3.3.2 Quality Control:**

The Consultant is responsible for the quality control (QC) of their work and of its sub-consultants. The Consultant will be responsible of the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished for a 30% level of design. It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all deliverables required.

#### **3.3.3 Schedule**

The Consultant will submit a preliminary project schedule. The schedule shall be prepared in Microsoft Project and will utilize an estimated Notice-to-Proceed (NTP) The project schedule will cover the full duration of the scope of services.

#### **3.3.4 Permitting**

The Consultant will coordinate with the City, regulatory agencies, and any other government entity having interest or jurisdiction, which may require permits for this project. The Consultant will provide an estimate of fees and duration associated with the permit process. The assumption is that the Design-Build Contractor will be responsible for obtaining all necessary permits with the completed design. The actual requirements will be defined as part of the Project definition.

### **3.4 SCOPE OF SERVICES FOR DESIGN CRITERIA PACKAGE**

#### **Task #1 - Project Definition Documentation**

- The Consultant will gather all existing utility information from the Sunshine 811 Design Ticket process to establish all known utilities within the project limits
- Define permit requirements.
- Meet with City Staff to review new water main routes, connections and installation methods
- Compile documentation to be used as the basis for preparation of a 30% Design/Build Criteria Package.

**Task #2 – Design Criteria Package**

This task will be developed upon completion of Task #1. The DCP TO REPLACE 12-INCH AND 8-INCH WATERMAIN ALONG 17<sup>TH</sup> Street and Cordova Road will be prepared under this task. The DCP will include the following sections:

- Introduction.
- Design Criteria.
- Engineer's Opinion of Probable Construction Cost.
- Preliminary Drawings.
- Supporting Appendixes including any survey, geotechnical evaluations, potholing, as-builts, etc.

Drawings will be prepared to an approximate 30 percent level of detail, which provide the general route of the new water watermain; plan view only, any possible utility conflicts and reconnections to the system and customers. Drawings will include major The Design Criteria Package document shall be sufficient for solicitation of proposals from Design-Build Firms for design and pricing of the project as a lump sum for design/build delivery of the project.

The Consultant shall be familiar with the City's Department of Sustainable Development Permitting Process, National Electric Code, National Fire Protection Association, Florida Department of Environmental Protection, South Florida Water Management District, Broward County Environmental Protection and Growth Management Department and any other permitting agency having jurisdiction.

The Consultant shall provide a statement of qualifications for a variety of engineering, project management, and construction management tasks including:

- Surveying
- Subsurface Utility Engineering
- Geotechnical
- Grading, Paving, & Drainage
- Landscaping
- Sanitary Engineering
- Onsite Utilities - Water and Sewer
- Process Mechanical
- Piping System
- Hydraulic Transient Analysis
- Hydraulic Modeling
- Trenchless Construction Methods
- Permitting
- Cost Estimating
- Bid Evaluation
- Construction Project Administration / Project Management
- Construction Engineering & Inspections Services
- Shop Drawing Review
- Request for Information
- Review of Change Orders

**END OF SECTION**

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

**4.1.1** The City uses BidSync ([bidsync.com](https://bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

All proposals must be submitted electronically.

**4.1.2** Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

**4.1.3** All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

**4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

**4.1.5** In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold

harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that

the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## 4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 100 pages. in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

**Note:** Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

### 4.2.1 Table of Contents

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

### 4.2.2 Executive Summary

Each offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### 4.2.3 Firm Qualifications and Experience

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. A Standard Form 330 may be used to provide this information. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

### 4.2.4 Qualifications of the Project Team

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing this information on an organizational chart is recommended. A brief resume including



education, experience, licenses and any other pertinent information shall be included for each team member, including subconsultants to be assigned to each project. Explain how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Each resume should not exceed two (2) pages in length. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive

#### **4.2.5 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

#### **4.2.6 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Description of work.
- Year the project was completed.
- Total cost of the construction, estimated and actual.

**Note:** Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

#### **4.2.7 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.8 Sub-consultants**

Consultant must clearly identify any sub-consultants that may be utilized during the term of this contract.

#### **4.2.9 Required Forms**

##### **a. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage.

##### **b. Local Business Preference Certification**

**c. Disadvantaged Business Enterprise Preference Certification**

**d. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

**e. Non-Discrimination Certification Form**

**f. E-Verify Affirmation Statement**

**g. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**h. Bid/Proposal Certification**

Complete and attach the Certification

**4.3** By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

**4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**END OF SECTION**

## SECTION V - EVALUATION AND AWARD

### 5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

### 5.2 Evaluation Criteria

- 5.2.1** Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.3 Weighted Criteria**

<u>Criteria</u>	<u>Percentage</u>
<b>Firm’s Qualification &amp; Experience</b>	<b>35</b>
<b>Qualification of Project Team</b>	<b>25</b>
<b>Approach</b>	<b>30</b>
<b>Reference and Past Performance</b>	<b>10</b>
<b>Total</b>	<b>100</b>

**5.3 Contract Award**

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

**END OF SECTION**

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)  EIN (Optional):

Address:

City:  State:  Zip:

Telephone No.:  FAX No.:  Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).  
  
3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**



**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

Authorized Signature

Title

Name (Printed)

Date

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE**

**AT THE FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
2. Class B Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
3. Class C Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

(1)   
(Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2)   
(Business Name) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3)   
(Business Name) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4)   
(Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5)   
(Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)   
(Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:     
PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)   
 (Business Name) is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)   
 (Business Name) is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)   
 (Business Name) is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)   
 (Business Name) is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)   
 (Business Name) requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)   
 (Business Name) requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020



RFQ No. 12622-926

TITLE: Design Criteria Package – 17<sup>th</sup> Street Causeway Large Water Main Replacement

---

ADDENDUM NO.1

DATE: 1/4/2022

This addendum is being issued to make the following change(s):

- **Adds Figure 1 – Location Map**

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

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

# FIGURE 1



City of Fort Lauderdale



24-inch  
(Replacement)

12-inch  
(Replacement)

**Figure 12-2**

17th Street Causeway  
Large Water Main Capital Improvement Project

43000-014R1.CDR



FINANCE DEPARTMENT  
RFQ PRE-PROPOSAL MEETING ATTENDANCE SHEET

Meeting Title Pre-Proposal Meeting for RFQ: 12622-926 Design Criteria Package for 17th Street Causeway Large Water Main Replacement  
 Meeting Start Time 1/14/2022, 10:18:32 AM  
 Meeting End Time 1/14/2022, 10:43:35 AM  
 Meeting Id ff255bd8-b7c7-4ef7-938d-4b90e766c82e

Full Name	Tel #	Company Name	Role	Participant ID Email Address
	954-828-5139	COFL	Organizer	PTurner@fortlauderdale.gov
Penkosky, Jim	954-410-7781	Wade Trim	Attendee	jpenkosky@wadetrim.com
Nicholas Kanelidis	954-921-7781	Calvin Giordano & Associates	Attendee	nkanelidis@cgasolutions.com
Daniel Fisher	954-828-5850	COFL	Presenter	DFisher@fortlauderdale.gov
Julianna Campbell	954-921-7781	Calvin Giordano & Associates	Attendee	JCampbell@cgasolutions.com
Alex Piereschi	954-412-0117	Nailed It Creatives	Attendee	alex_naileditcreatives.com#EXT#@mcm-us.com
Kevin A. Keane	786-236-3503	BND Engineers, Inc	Attendee	kkeane@bndengineers.com
Doug Taylor	954-739-6400	Craven Thompson & Associates	Attendee	dtaylor@craventhompson.com
Kristi Ortiz	954-415-5660	Nailed it Creatives	Attendee	kristi@naileditcreatives.com
Nikolai Gage	954-554-7149	BND Engineers, Inc	Attendee	ngage@bndengineers.com
Luis Silva	305-323-3047	Aluces Corporation	Attendee	lsilva@alucescorp.com
Toni Williams	305-599-8495	BND Engineers, Inc	Attendee	twilliams@bndengineers.com
Tomczyk, Mark	305-432-1391	Wolpert	Attendee	Mark.Tomczyk@wolpert.com
Dimitrios Scarlatos	561-400-2811	Craig, Smith & Associates	Attendee	dscarlatos@craigasmith.com
Raymond Saavedra (KKCS) (	305-5378-0027	KKCS	Attendee	

## Question and Answers for Bid #12622-926 - Design Criteria Package - 17th Street Causeway Large Water Main Replacement

### Overall Bid Questions

#### Question 1

Can City as-builts (water, sewer, and drainage) be made available for the project area along with the exact project limits? (Submitted: Jan 4, 2022 9:51:10 AM EST)

#### Answer

- As-builts will be provided to the awarded Design-Build Firm. (Answered: Jan 4, 2022 2:16:35 PM EST)

#### Question 2

1. Do you have a budget?
2. Do you have a start date decided for construction to begin?
- 3/ DO you have a planholder's list? (Submitted: Jan 4, 2022 5:38:26 PM EST)

#### Answer

- 1. Cost Estimate is \$150,000.00
2. Construction will likely begin in 2023
3. Planholder's list will provided when it becomes available (Answered: Jan 5, 2022 11:11:53 AM EST)

#### Question 3

Will the selected DCP firm and their subs be precluded from submitting for the eventual design/build contract? (Submitted: Jan 5, 2022 10:13:26 AM EST)

#### Answer

- Yes, they are not eligible to submit a proposal for the Design/Build contract. (Answered: Jan 5, 2022 11:11:53 AM EST)

#### Question 4

Page 2 of the RFP says the PreBid meeting is at 10:00, and page 3 says 10:30. Could you clarify the time and provide a working link to the Teams meeting? (Submitted: Jan 5, 2022 2:59:11 PM EST)

#### Answer

- The Pre-Bid meeting is at 10:30 AM (Answered: Jan 5, 2022 3:44:03 PM EST)

#### Question 5

Do the required forms listed under 4.2.9 Required Forms that are online and located on BidSync, need to be completed in BidSync only or do they need to be downloaded and the online form turned into a PDF and included with our submittal? Thank you! (Submitted: Jan 6, 2022 12:04:18 PM EST)

#### Answer

- The forms are to be completed and included in your proposal package (Answered: Jan 6, 2022 1:36:50 PM EST)

**Question 6**

Regarding the requirement that "Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale," does the firm or principal have to have completed at least one similar DCP services project? (Submitted: Jan 11, 2022 11:30:17 AM EST)

**Answer**

- The Minimum Qualification requires that firms should demonstrate that they can satisfactorily perform the required services, therefore its incumbent on firms to provide the required proof of their experience (Answered: Jan 13, 2022 4:06:04 PM EST)

**Question 7**

Is there a CBE participation percentage required for this contract? (Submitted: Jan 11, 2022 1:11:01 PM EST)

**Answer**

- Please refer to the Disadvantaged Business Enterprise (DBE) Preference Form included in the solicitation. (Answered: Jan 13, 2022 4:06:04 PM EST)

**Question 8**

In reference to the Bid/Proposal Certification Form, it asks for Delivery Calendar Days after receipt of Purchase Order, and Total Bid Discount and refers to Section 1.02 and 1.05 of General Conditions. Where may I find these Sections in the bid documents? (Submitted: Jan 13, 2022 11:40:30 AM EST)

**Answer**

- The Bid/Proposal Certification Form is utilized for multiple types of solicitations, thus the language is generic. The referenced section per your question does not relates to this solicitation and as such should be disregarded. (Answered: Jan 13, 2022 4:06:04 PM EST)

**Question 9**

Will you release the prebid sign in sheets? (Submitted: Jan 14, 2022 4:12:20 PM EST)

**Answer**

- The Pre-Proposal Meeting Attendance Sheet is now released. (Answered: Jan 18, 2022 1:31:11 PM EST)

**Question 10**

Is it the intent of the City to replace both the existing 12" main and 16" watermain with a 24" watermain, or to just replace the 16" transmission main with the 24" watermain? A distribution main will need to remain or be replaced to supply water north and south of 17th Street in the corridor. (Submitted: Jan 18, 2022 11:37:51 AM EST)

**Answer**

- A 24" and 12" watermain will replace the entire length of pipe on SE 17th Street and Cordova road, respectively. The Design Criteria Professional will identify all requirements for maintaining service during construction, activation of the new mains and abandoned of the old ones. (Answered: Jan 19, 2022 10:13:42 AM EST)

**Question 11**

Are the SF 330s required or can we use our own documents to respond to the evaluation criteria 4.2.3 and 4.2.4? (Submitted: Jan 20, 2022 11:04:47 AM EST)

**Answer**

- Yes you can use your own documents to respond. (Answered: Jan 21, 2022 8:57:11 AM EST)

**Question 12**

Has the selection committee been established? If so, who are they? (Submitted: Jan 20, 2022 11:05:05 AM EST)

**Answer**

- We have not named a selection committee for this project as yet. (Answered: Jan 21, 2022 8:57:11 AM EST)

**Question 13**

What is the preferred schedule for this contract? (Submitted: Jan 20, 2022 11:05:51 AM EST)

**Answer**

- Notice to proceed for the Design Criteria Package work will be given after the contract is fully executed in July 2022, advertisement for Design Build Services is expected in fiscal year 2023. (Answered: Jan 24, 2022 1:16:52 PM EST)

**Question 14**

What are the anticipated costs for the Design/Build of this project? (Submitted: Jan 20, 2022 11:06:32 AM EST)

**Answer**

- Please refer to response at Question 2 (Answered: Jan 21, 2022 8:57:11 AM EST)

**Question 15**

What percentage of the work on the DCP would preclude a subconsultant from pursuing the DB contract? (Submitted: Jan 20, 2022 11:07:18 AM EST)

**Answer**

- Please refer to response at question 3 (Answered: Jan 21, 2022 8:57:11 AM EST)

**Question 16**

Is Hazen & Sawyer precluded since they prepared the map, etc.? (Submitted: Jan 24, 2022 5:14:22 PM EST)

**Answer**

- Hazen & Sawyers will be precluded. (Answered: Jan 27, 2022 12:32:30 PM EST)

**Question 17**

Is there a reason this was not procured through the Library of Consultants? (Submitted: Jan 25, 2022 10:54:07 AM EST)

**Answer**

- This RFQ does not fall within the requirements for the Library of Consultants (Answered: Jan 27, 2022 12:32:30 PM EST)

**Question 18**

Are more than 10 projects allowed to be submitted on the 330 form? (Submitted: Jan 25, 2022 12:21:11 PM EST)

**Answer**

- Please refer to Section 4.2.4 Firms Qualification and Experience of the Solicitation. (Answered: Jan 26, 2022 11:38:10 AM EST)

**Question 19**

Is it required of our subconsultants to provide an entire 330 form (Part 1 and Part II)? (Submitted: Jan 25, 2022 12:22:01 PM EST)

**Answer**

- Please refer to Section 4.2.4 Qualification of the Project Team of the Solicitation (Answered: Jan 26, 2022 11:38:10 AM EST)

**Question 20**

Section 4.2 of the RFQ states "The City prefers that responses be no more than 100 pages". Will the forms (including Standard Form 330), and licenses be excluded from the 100 page count? (Submitted: Jan 26, 2022 8:13:18 AM EST)

**Answer**

- Yes, forms and licenses will be excluded from page count (Answered: Jan 26, 2022 11:38:10 AM EST)

**Question 21**

Do qualifying relevant projects need to have been completed within a specific timeframe, i.e., the past 5 or 10 years? (Submitted: Jan 26, 2022 3:59:55 PM EST)

**Answer**

- Please refer to Section 4.2.3 Firms Qualification an Experience of the solicitation (Answered: Jan 27, 2022 12:32:30 PM EST)

**Question 22**

Would the City kindly consider extending the due date? (Submitted: Jan 26, 2022 5:42:19 PM EST)

**Answer**

- Extending this RFQ is not being considered. (Answered: Jan 27, 2022 12:32:30 PM EST)