

## **Solicitation 12308-296**

# **Parks Bond and Parks Master Plan Design and Implementation Services**

**Bid Designation: Public**



**City of Fort Lauderdale**

**Bid 12308-296****Parks Bond and Parks Master Plan Design and Implementation Services**

Bid Number 12308-296  
Bid Title Parks Bond and Parks Master Plan Design and Implementation Services

Bid Start Date Aug 19, 2019 11:32:25 AM EDT  
Bid End Date Sep 26, 2019 2:00:00 PM EDT  
Question &  
Answer End Sep 17, 2019 7:00:00 AM EDT  
Date

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Finance  
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Bid Contact Jim Hemphill  
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Procurement Department  
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**Description**

The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm to provide Professional Services for the implementation of the 2019 Parks Bond and the 2016 Parks and Recreation System Master Plan. This Scope of Services outlines the list of services that may be required, as requested by the City which will be authorized by individual task orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineering, architectural design, landscape architecture firms and project managers and for which the firm(s) are experienced, qualified, and able to perform.

## 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 professional design and project management services for the implementation of the 2019 Parks Bond and Parks and Recreation System Master Plan as further described in Section III – Scope of Services. Those firms who 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 Submission Deadline

Sealed responses shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 Pre-Proposal Meeting

A Pre-proposal meeting is not currently scheduled for this

### 1.4 BIDSYNC

The City of Fort Lauderdale uses BIDSYNC ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting responses, 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 BIDSNYC 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.

### 1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division  
Attn: James Hemphill – Asst. Procurement and Contracts Manager  
100 N. Andrews Avenue, 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Fax: (954) 828-5576  
E-mail: [JHemphil@fortlauderdale.gov](mailto:JHemphil@fortlauderdale.gov)

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via the BIDSNYC question and answer feature.

**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 Buyer utilizing the question / answer feature provided by BIDS NYC 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 Question and Answer (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 question / answer feature provided by BIDS NYC 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 BIDS NYC as a separate addendum to the Request for Qualifications (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 Statement of Qualifications (SOQ) at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ 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 SOQ 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 Contract.

### **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 should be in the business of Professional Landscape Architectural / Civil Engineering management and design and must possess sufficient licenses, certifications, financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract.

**2.8.1** 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.

**2.8.2** Firm must demonstrate that it, 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 entity similar in size and complexity to the City of Fort Lauderdale or demonstrate that it has experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

**2.8.3** 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.

**2.8.4** Consultant(s) must be appropriately licensed and registered with the State of Florida in the required discipline.

**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 <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

**2.10 Scrutinized Companies List**

In accordance with Section 287.135 Florida Statutes as amended, any company, principals, or owners 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 engaged in business operations in Cuba or Syria are prohibited from submitting a bid, SOQ or response to a City of Fort Lauderdale solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, SOQ or response to a solicitation must certify to the City that it is not on either list at the time of submitting a bid, SOQ or response. The City may terminate this Contract at the City's option if the Consultant is found to

have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2011), 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 has engaged in business operations in Cuba or Syria.

By submitting a bid, SOQ or response, the company, principals, or owners certify that they are 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.

## **2.11 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.12 Local Business Price Preference – N/A**

## **2.13 Protest Procedure**

**2.13.1** Any Bidder 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>.

**2.13.2** 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\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

## **2.14 Sub-Consultants**

**2.14.1** 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 SOQ 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.

- 2.14.2** 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.

## **2.15 Insurance Requirements**

- 2.15.1** 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 Contractor, at the Contractor's 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 Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, 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 Contractor under this Agreement.

The following insurance policies and coverages are required:

### **10.3.2 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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### 10.3.3 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 Contractor does not own vehicles, the Contractor 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.

#### 10.3.4 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 Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, 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 Contractor 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.

#### 10.3.5 Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor 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 Contractor 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 goes beyond the expiration date of the insurance policy, the Contractor 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 General Liability.



- g. The City shall be granted a Waiver of Subrogation on the Contractor'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 Contractor has the sole responsibility for the payment of 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 Contractor's expense.

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be 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, Contractor 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 Contractor's insurance policies.

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

It is the Contractor's responsibility to ensure that any and all of the Contractor'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 Contractor.

**10.3.5 ADDITIONAL REQUIRED COVERAGES (for specialty contracts as determined by Risk Management)**

**10.3.5.14 Professional Liability/Errors and Omissions Coverage**  
Combined Single Limit

Each Occurrence \$1,000,000  
 General Aggregate Limit \$2,000,000  
 Deductible not to exceed 10%  
 Must be in effect for at least five (5) years after Project completion

Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task order basis.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**NOTE:** CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.

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 Contract Agreement**

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this Request for Qualifications.

## **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 RFP, 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 / task order 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; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.21 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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

**2.22 Invoices/Payment**

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**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 Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale 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 Contractor 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 Debarred or Suspended Bidders or Proposers**

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

#### **2.26 Canadian Companies**

In the event Contractor 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 Contractor. The Contractor 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.

#### **2.27 PCI (Payment Card Industry) Compliance**

Contractor 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.

Contractor and/or any subcontractor 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.

### **Section III - Scope of Services**

## **REQUEST FOR QUALIFICATION (RFQ) FOR Professional Design and Project Management Services for the Implementation of the 2019 Parks Bond and Parks and Recreation System Master Plan**

### **PURPOSE**

The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm to provide Professional Services for the implementation of the 2019 Parks Bond and the 2016 Parks and Recreation System Master Plan. This Scope of Services outlines the list of services that may be required, as requested by the City which will be authorized by individual task orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineering, architectural design, landscape architecture firms and project managers and for which the firm(s) are experienced, qualified, and able to perform.

The selected firm will be required to provide overall project coordination management. The selected firm will also develop work plans, schedules and budgets, coordinate project design, bidding assistance, contract negotiation assistance and contract management, visit the jobsite regularly to monitor construction progress, provide value engineering when required, monitor and approve payment requisitions from sub-contractors and sub-consultants, monitor project funding, prepare financial projections as required, provide progress reports and status information on the assigned project to City officials, attend and address meetings with City officials, neighborhood groups, and private citizens concerning the projects, maintain conventional and electronic files (database) of all documentation and correspondence relating to the projects in an orderly system which will be submitted to the City upon completion of the project.

Interested firms must demonstrate Landscape Architectural / Civil Engineering management and design expertise based on the successful completion of a number of projects of similar size and complexity for other governmental and/or private entities. If legal issues should arise relating to the project after completion, the selected firm will provide records, depositions and testimony about the project if necessary on a supplementary fee basis.

A summary of the work proposed for implementation for the project is presented below. A statement of desired qualifications for the program management firms are presented in the final section, along with the evaluation criteria.

### **PROJECT BACKGROUND**

Great park systems are integral parts of the cities they serve and play a major role in contributing to a high quality of life for residents. Parks enable cities to possess strong economies and attract a large number of tourists. While there are many factors that create the ideal conditions found in world-class areas, a high-quality, well-connected and diverse park system is a commonality all these cities share. As Fort Lauderdale continues to attract residents and visitors, the parks and

recreation system will play a pivotal role in ensuring that the City remains socially, culturally and economically viable, with many of the same attributes found in world-class cities.

On September 7, 2016 the Fort Lauderdale City Commission voted to accept the Parks and Recreation System Master Plan (PRSMP). The extensive input received during the process allowed for the creation of a System Master Plan based on the community's values to guide the direction, development and delivery of the City's parks and recreation services. The Parks and Recreation System Master Plan defines the communities' aspirations for the parks and recreation system.

Many of the needs and priorities expressed during the community involvement phase focused on park system attributes exemplified by safe, high-quality spaces; high levels of accessibility throughout the system; and City-wide branding and recognition as a great place to live, work, play and raise a family. A good brand identity can make a park memorable. The PRSMP recommends consistency in branding to establish a unique identity for parks, identifying Fort Lauderdale's extensive park system as destination spaces; as models for sustainability/resiliency efforts; as well as social and community spaces.

The Parks and Recreation System Master Plan is available at:

<https://www.fortlauderdale.gov/departments/parks-recreation/about-parks-and-recreation/master-plan>

A General Obligation Bond was approved by voter referendum on March 12, 2019 to finance the acquisition, construction, renovation and improvement of various parks and recreational facilities. The City is seeking statements of qualifications from qualified firms in response to this Request for Qualifications (RFQ) for purpose of managing the overall delivery of the program, including, but not limited to professional design, public outreach, construction bidding, project management and construction management services for Fort Lauderdale parks in implementation of the Parks and Recreation System Master Plan and to further the establishment of a high-quality parks system.

## **PROJECT DESCRIPTION**

The City of Fort Lauderdale is looking for a design firm or team with capabilities in Parks Planning, Design, and Construction Project Management. The City is requesting Proposals from qualified professionals in response to this RFQ to manage the overall delivery of the listed tasks and to accomplish project elements.

The services required may include, but not necessarily be limited to:

- Review of existing data, survey of existing site, prepare site opportunities and constraints to develop a concept for strategic project implementation.
- Preparation of all necessary preliminary plans and elevations, renderings, general features including landscape design and details for DRC approval.
- Preparation of all necessary permits for all state, local and environmental agencies including Florida Department of Environmental Protection (FDEP), Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC).

- Preparation final working drawings including engineering calculations and drawings, plans for lighting, drainage and other roadway or streetscape appurtenances.
- Inspect project site and test for soil bearing capacity.
- Recommend and suggest materials, construction and necessary adjustments in landscape architectural design to complement the existing sites in furtherance of the PRSMP as well as the City's Plans.
- Issue and award construction bids.
- Inspect construction in the field and ensure conformity with plans and material specifications.
- Process request for information submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Provide construction management and inspections.
- Prepare financial data with regards to operational expenses.
- Prepare all design and specifications to meet City requirements.
- Provide public outreach including and other public information activities.
- Prepare preliminary plans including site plan sketches and elevations, photo-realistic renderings.
- Submissions to Design Review Committee (DRC) to all permitting agencies for approval.
- Final construction documents and permitting, including engineering calculations, drawings and plans for lighting and drainage.

The selected Prime Consultant (Consultant) shall ensure that the project components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and needs of the City. The Consultant shall include the construction and development of parcels acquired by the City's Real Estate Consultant for development as park in current and future underserved areas. Consultant services will be provided from design through to the construction and grand opening of each site.

Construction projects should consider features which address relevant goals and performance measures outlined in the PRSMP. In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, lighting installed using dark sky principles, effective recycling/repurposing of solid waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation/resiliency should be considered such as addressing water shedding off the building with increasing rainfall, elevating structures and equipment to avoid flooding impacts, increased requirements for natural or structural shading and cooling associated with recreational activities, enhanced stormwater drainage, expanded electrical panels/enhanced roof structure for

current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of future sea level rise and coastal flooding associated with high tides. Site design should feature Florida-Friendly landscaping which provides wildlife habitat, shading of the structure, expansion of the urban tree canopy, and reduction of urban heat island effects.

The awarded Consultant will provide sustainable and resilient design and services for construction and renovation of the existing parks as outlined in the attachment to this document, as well as the construction of any newly acquired park land. The scope of work will include conceptual designs for the City's system of parks, as well as construction cost estimates and a construction schedule identifying priority segments. The conceptual designs will ultimately guide the final implementation of the construction and renovation of the entire Fort Lauderdale park system.

### **SCOPE OF SERVICES**

The scope of services to be provided by the Consultant may include, but is not limited to the following:

1. Park Planning
2. Park Design and Architecture
3. Landscape Architecture
4. Community relations including stakeholder engagement and public outreach
5. Construction Cost Estimating
6. Construction Civil Engineering, Permitting and Inspections
7. Project Scheduling / Construction Management

The services to be provided by the Consultant include the work necessary for the design, specifications, public input meetings, public presentations and documents, cost estimating, experience with LEED or similar green building practices on team required to ensure compliance with Florida Statutes 255.2575 energy-efficient and sustainable buildings and other items deemed necessary by the City. The services also include construction engineering inspections which includes shop drawing reviews, construction meetings, record drawings, final certification and other items as deemed necessary. The Consultant shall assist in the construction bidding process, assist in award recommendation review if necessary and provide daily inspection services. The Consultant may retain multiple highly qualified sub-consultants for design and related project services where/ if required.

Proposers are encouraged to be innovative and provide cohesive design and branding ideas and concepts for the parks, reflective of the Fort Lauderdale community and in furtherance of the City's vision and strategic plan goals and incorporate appropriate elements of the City's Design and Construction Manual (when available, late in 2019). Proposers may access the City's vision and strategic plan documents via the following link:

<https://www.fortlauderdale.gov/departments/city-manager-s-office/structural-innovation-division>

### **TASKS AND DELIVERABLES**

#### ***Task 1.0 – Project Management***



The Consultant will be expected to provide a kick-off meeting, submit progress updates to city staff, and should anticipate meetings with City Management, Parks Advisory Board, and City Commission.

**Deliverables:**

- Agendas for each meeting
- Summaries with action items for each meeting

***Task 2.0 – Data Collection and Existing Conditions Analysis***

Review and collection of existing conditions data including but not limited to: ADA compliance; existing studies; landscaping; lighting; existing utilities; locations and existing park furnishings; parking; pedestrian sidewalks; planned infrastructure improvements; and sea level rise projections.

The Consultant shall:

- Obtain topographical survey and geotechnical soil survey as necessary
- Identify the utility locations within project boundaries (using ground penetrating radar and subsurface utility engineering, or other means, as necessary). Meet with the utility owners to verify locations of utilities.
- Identify lighting, stormwater, water and wastewater improvements.
- Include calculations and modeling to inform the stormwater benefits.
- Present the Design Package to project stakeholders and/or City Commission if requested
- Advise the City as to the necessity of any additional services from other technical professionals.

The City will furnish data including but not limited to: existing plans, information related to zoning and land development regulations, proposed development plans that may impact the parks.

**Deliverable:**

- Existing conditions documented through a series of maps, diagrams, site photographs, and narratives

***Task 3.0 – Public Engagement***

Proposers are required to submit with their Proposal a Public Engagement Plan. Each Proposer shall be required to demonstrate and provide a proposed engagement plan which has identifiable community benefits for the community surrounding this Project and the City; benefits may include placemaking, identity branding, sustainability and climate resilience. Proposers are encouraged to be creative in the development of the Public Engagement Plan and the types of benefits their plan is designed to provide. The plan should incorporate outreach in a straight forward, easy to digest manner to obtain the input of park and recreation facility patrons, neighbors, stakeholders, and the overall community through social media, websites, attendance at special events, public meetings, surveys, or other communication methods.

The plan should include the development of a webpage affording the community access to view the progress of the Parks Bond. The webpage should include updates on how Parks Bond dollars are being expended, as well as the development and progress of each

park. The webpage should also include project updates and timelines. The site may be interactive to afford the community the ability to post questions and receive timely responses.

The Successful Proposer's Public Engagement Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the Proposer.

Consultant must provide information to the public in a straight forward, easy to digest manner. The use of infographics, renderings, and other graphical approaches that make complex information easier to understand and more compelling are greatly encouraged. It is crucial to take into consideration the myriad of stakeholders, their individual interests, and technical understanding when planning the public engagement process to ensure consensus can be achieved.

Alternative methods of receiving public engagement besides traditional meetings with the goal of receiving input from all local neighbors are highly encouraged. These methods may include a range of approaches such as social media engagement, attendance at special events, and intercept surveys.

Park presentations are expected to collect general input, present conceptual alternatives, and to present the "preferred" alternative. Presentations will take place in the neighborhood in which the park is located. Meetings may discuss individual parks or groups of parks in the same neighborhood or district.

**Deliverables:**

- Meeting agendas
- Meeting summaries summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process.
- Project website

***Task 4.0 – Grants***

Consultant shall continually review available grant funding opportunities in order to identify grants which may potentially be used to leverage Park Bond funds. The Consultant may work with City staff to develop and prepare the grant submissions as necessary.

**Deliverables:**

- Grant opportunities identified and summarized
- Preparation of grant deadline, project timeline and development reports

***Task 5.0 – Conceptual Design Alternatives***

The Consultant will prepare design concepts for the City's parks based on the public input received and the data collected. Develop two preliminary design alternates through the project stakeholders' engagement process based on the community vision.

General approaches should include innovative, cohesive and similarly branded iconic park elements with the ability to enhance the park experience for patrons along with the inclusion of safe, comfortable pedestrian infrastructure.

**Deliverables:**

- Two (2) design conceptual alternatives per park type (Community, Special Use, Large Urban, Neighborhood, School Parks, Urban Open Space)
- Before/after renderings

**Task 5.1 Concept Refinement and Preferred Schematic Design**

Based on feedback received, the Consultant will prepare a conceptual “preferred” schematic design and detailed architectural renderings for parks. This design should show the general locations of design elements including but not limited to: park furnishings, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

**Deliverables:**

- Detailed architectural renderings of the “preferred” schematic design
- A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, or other specific elements proposed to be utilized

**Task 6.0 – Construction Cost Estimating**

Prepare construction estimates for each design alternate. The cost estimate determined should include the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task.

The Consultant should include an economic analysis of the two alternatives and identify any areas that can be value-engineered to produce savings in the project construction cost.

**A) Included in Estimated Construction Cost**

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- Cost of construction including all labor, materials, and equipment required;
- Allowance for construction cost contingencies;
- Regulatory permit fees;
- Allowance for other necessary services, such as testing, to be provided by others;
- Sheet and shoring, by-pass plumbing, videoing inspections, as appropriate;
- Mobilization and demobilizations.

**B) Excluded in Estimated Construction Cost**

The Estimated Construction Cost shall exclude Consultant’s Fee. The Consultant’s fees shall be provided to the City as a separate item.

**C) City’s Reliance; Adjustment to Estimated Construction Cost**

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to provide a greater degree of assurance that the bids received for the project will not exceed the Estimated

Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction procurement solicitation is advertised for the project. In the event that the bidding phase has not commenced within four (4) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant, as an additional service, to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction bid is ultimately advertised.

#### **D) Inaccurate Estimated Construction Cost**

In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options:

- Consultant shall be required to amend at the sole cost and expense of Consultant the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;
- Consultant shall be required to provide at the cost and expense of Consultant re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The City may approve an increase in the Estimated Construction Cost of the project;
- The City may reject all bids or proposals and may authorize re-bidding;
- The City may if permitted, approve a renegotiation of the project within a reasonable time;
- The City may abandon the project and terminate Consultant's work authorization and Services for the project; or
- The City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project.

It is expressly understood and agreed that the redesigning services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek compensation from the City for such Services.

#### **E) Modifications to the scope**

The City reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions to it. Upon receipt by Consultant of City's notification of a contemplated change, Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant's Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the City of any estimated change in the completion date; and

(iv) advise the City how the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules.

If the City so instructs in writing, Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to this Agreement and Consultant shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes or revisions of studies that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for the scope of work ("Substituted Services") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

**Deliverables:**

- A memorandum summarizing the cost estimation process
- "Preferred" schematic design planning level cost estimate

***Task 7.0 – Segment Construction Prioritization***

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well public input, and existing conditions. The document should also take into consideration elevation impacts in the context of future sea level rise and coastal flooding associated with high tides and strategies to minimize the impacts. The document should include any parcels recently acquired by the City and its City's Real Estate consultant for park development.

**Deliverable:**

- Construction implementation schedule as described above

***Task 8.0 Construction Documents***

The scope of Professional Services includes design and development of construction documents. In consultation with City, the Consultant will prepare final construction drawings and technical for review and comments from the City. The Consultant shall Prepare and furnish bidding documents and assist the City in the preparation of other related documents. Attend / conduct pre- bid meetings, openings, and assist the City in the evaluation of bids or proposals. Issue addenda as appropriate to clarify, correct, or change the bidding documents. Participate in pre-construction conference as requested by the City.

- The Engineering design plans should include typical section with hardscape, landscape, irrigation, lighting, pavement markings, and signage. Additionally, if applicable, Storm, water and wastewater utility design must include plan and profile, accurate pipe lengths, type of structures, materials, details, grading, sections and with all supporting calculations; and any associated documents.
- Provide utility conflicts resolution matrix with horizontal and vertical location verification.
- Provide a list of all necessary permits and approvals.
- Schedule of bid items.
- Any amendment to the estimated project construction costs.

- Provide a written response to all the City comments.

#### **A) Construction Administration Phase**

In consultation with the City, Consultant shall consult with and advise the City and act as Owner's representative on the Project. The scope of services for the Construction Engineering Inspection (CEI) team includes:

##### **i) Constructability Review**

The CEI will perform constructability review as soon as the design has developed to sufficient detail. Also, identify any areas of the Project that may be adequately value-engineered to produce savings in the construction cost. This constructability review will be near the completion of design and before completing the construction documents with a focus on staging and scheduling of the work concerning the specific site and time constraints. Also, clearly define procedures for scheduling outages and the feasibility of utility interruptions.

##### **ii) CEI Services**

Provide construction, engineering, inspection, and management services, and administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document. The scope of services must include but not limited to:

- Review construction project schedules, maintain construction contract administration files, review and recommend approval of the Contractor's monthly payment requests.
- Lead preconstruction, pre-activity and progress meetings, and provide meeting minutes.
- Inform the City's Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Contractor, and the corrective actions or steps that the Contractor has been directed to perform.
- Attend meetings with the City, Sub-Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.
- Track project costs to available budget and inform the City if the project cost is expected to exceed allocated project budget.
- Provide inspection services to adequately monitor the project to ensure that testing and inspections are done by contractual requirements, engineering principles, and industry standards for the features of work in question.
- Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City's Contract Administrator.
- Develop a Quality Assurance Plan for the approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and sound engineering practice.
- Coordinate with the City to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.

- Assist the City in resolving claims and disputes.
- Verify that as-built documents are updated.
- Monitor the Contractor's on-site construction activities and inspect materials.
- Prepare Daily an Inspector's Daily Report (IDR) or Daily Report of Construction, and a Quantity book.
- Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, SWPP plan and other local and state required permit and regulations including Trench Safety Act.
- Prepare a punch list and provide to the City Contract Administrator.
- Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

## **B. Permitting**

Consultant shall work with awarded construction Contractor to Prepare and submit all necessary permits for all state, local and environmental agencies including but not limited to Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Surface Water License Permit, Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC). Respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

If the Construction Drawings, Technical Specifications, and Supplemental Conditions are not granted the necessary or appropriate permits or other approvals from the relevant regulatory agencies due to design issues, Consultant shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

The City will pay permit applications fees.

## **C. Quality Assurance / Quality Control**

The City intends that the Consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the Consultant for their independent QC review. The City shall only accept submittals for review and action from the Consultant.

The Consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the Consultant and their sub-consultants. It is the Consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the Consultant shall provide the City with a marked-up set of plans and specifications showing the Consultant's QC review. The mark-ups submittals shall include the names of the Consultant's staff that performed the QC review for each component or functional area.

### **Deliverables:**

- Construction bids issued and awarded
- Construction permits obtained as necessary

### ***Task 9.0 – Final Report***

Prepare a final report that summarizes Tasks 1.0 through 8.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

**Deliverables:**

- Final report
- Summary of park grand openings

**Fees -**

The contract price (or fee) for task orders attributable to a specific park such as, but not limited to the preparation of construction designs, plans, drawings, specifications and construction management is limited to six percent of the site's estimated construction costs.

The fee for any other tasks or additional services not directly attributable to a park site (e.g., public engagement and outreach, surveys, communication modalities, web page, grants, etc.) will be negotiated separately.

**Section IV - Submittal Requirements**

**PROPOSALS**

Proposals submitted must include specific project related experience, demonstrating the Consultant's experience in park design and construction management. Qualification submittals should demonstrate experience with cost benefit analysis and estimating and shall also include specific experience with community relations including stakeholder engagement and public outreach, American with Disabilities Act, building resiliency and sustainability in park land, land and easement acquisition assistance. Awarded proposals must include a public outreach component, including the preparation of display boards, and attendance at community and City Commission meetings. The Consultant must demonstrate the ability to achieve community consensus.

In addition to other requirements listed in this RFQ, the firms submitting a proposal for consideration must meet the minimum qualifications as provided in the bid documents.

**4.1 Instructions**

**4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.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 RFP 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.



- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. 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 RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. 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 entities 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** All proposals will become the property of the City. The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP 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 the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT.**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002,  
[PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100  
NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2018), 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 contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor 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** One (1) original and one (1) copy plus SIX (6) electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

**4.1.7** 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 proposals. Proposals 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 proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided 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.

#### 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 Letter of Interest

Each Offeror must submit a letter as an executive summary that introduces the business entity, its background, main office(s), and office location that will service this contract. Indicate business structure, IE: 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. Identify the officers, principals, supervisory staff and team who will be directly involved with the work and their office locations. The letter of Interest should also summarize the key elements of the proposal, why the City of Fort Lauderdale should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.

#### 4.2.3 GENERAL

Submit copies of all licenses, certifications, affiliations, etc. for firm and all key members of the team.

Provide an Organizational Chart of the proposed team

Provide number of employees proposed for this project by discipline in the following format (for prime and sub-consultants)

Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Discipline _____	No. of Employee(s) _____
Total number of firm employees _____	
(Firms may use sections from the SF330 )	

**4.2.4 Project Team (Prime and Sub-Consultants) Work Experience:** The prime Consultant shall provide documentation outlining the years of experience in providing the professional services as it relates the work contemplated. Showcase the ability and capacity of the firm to provide the services outlined in this proposal, and as indicated in the first paragraph of this section. Include 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. The prime Consultant shall list a minimum of five (5) projects it has

worked on and successfully completed in the past ten (10) years, of similar scope and complexity. Emphasis should be on projects completed for municipal clients within the State of Florida. Additionally, list any projects, if any, that the proposed design team (Consultants and sub-consultants) have successfully collaborated on and completed within the past five (5) years from the date of this solicitation. The descriptions shall include client references and contact information, key project staff, summary of the work performed, the contract amount, the schedule, and the project achievements, milestones and hardships.

**4.2.5 Project Team (Prime and Sub-Consultants) Key Staff Experience and Qualifications:** The prime Consultant shall provide a summary of the experience and qualifications of the firm's team and individuals who will be involved on this project. In addition, list the tasks that will be subcontracted out and provide a summary of the experience and qualifications of the lead personnel for each sub-Consultant that will oversee performing this work.

**4.2.6 Understanding of City's Needs:** The selected firm must develop an in-depth understanding of the City's existing parks system and future needs. The firm must describe its understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.

**4.2.7 Approach to Scope of Work**

Provide in concise narrative form, your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The Consultant should describe its approach to the project and the technical and design challenges of this scope of work and schedule. The Consultant shall also demonstrate how their experience on projects with similar scope and complexities will be implemented in this project. Specifically, the Consultant shall present the innovative design solutions applied in their previous projects and how these solutions could be incorporated in the City of Fort Lauderdale. Give an overview on your proposed vision, ideas and methodology. As part of the project approach, the proposer 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. Provide examples of ideas / innovative recommendations you may offer.

This section must include the following:

**4.2.7.1 Project Management:** The prime Consultant should note all relevant experience involving project management services, including planning, implementing and managing projects of a similar scope and complexity within the last five (5) years from the date of this solicitation. The prime Consultant's role in this project will be to demonstrate a supervisory capacity at the Project Manager level or above and ensure that all tasks are successfully completed and delivered on time by the project team. Certification as a Project Management Professional (PMP) is highly valued for this project. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the City.

**4.2.7.2 Public Engagement Plan:**

Proposers are required to submit with their Proposals a Public Engagement Plan. Each Proposer shall be required to demonstrate and provide a proposed engagement plan which has identifiable community benefits for the community surrounding this Project and the City; benefits may include placemaking, identity branding, sustainability and climate resilience. Proposers are encouraged to be creative in the development of the Public Engagement Plan and the types of benefits their plan is designed to provide. The plan should incorporate outreach in a straight forward, easy to digest manner to obtain the input of park and recreation facility patrons, neighbors, stakeholders, and the overall community through social media, websites, attendance at special events, public meetings, surveys, or other communication methods.

The plan should include the development of a webpage affording the community access to view the progress of the Parks Bond. The webpage should include updates on how Parks Bond dollars are being expended, as well as the development and progress of each park. The webpage should also include project updates and timelines. The site may be interactive to afford the community the ability to post questions and receive timely responses.

The Successful Proposer's Public Engagement Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the Proposer.

**4.2.7.3 Grant Plan:**

Proposers are required to submit with their Proposals a plan to identify available grant funding opportunities which may potentially be used to leverage Park Bond funds. Once identified and approved by the City, the awarded Consult may work with City staff to develop and prepare the grant submissions as necessary. Grants recommended for submission must be coordinated with the development each site in order to meet grant restrictions and deadlines.

The Successful Proposer's Grant Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the Proposer.

**4.2.8 Examples of Completed Projects**

This Request for Qualifications encourages proposers to be innovative and provide new designs or ideas which may further enhance or improve this initiative. Proposers must provide documentation in demonstration of your company's previous completed projects and ability to satisfy the needs of this City of Fort Lauderdale initiative. Completed projects must be innovative and reflective of Urban Park Design. Proposers are to include sketches or renderings of completed projects, along with detailed descriptions of their innovative qualities.

**4.2.9 References**

References should be of projects with similar scope as listed in this RFQ. Provide references for five (5) large parks and recreation system construction design projects. Information should include:

- Client Name, address, contact person telephone and FAX numbers and e-mail addresses
- Description of work

- Year the project was completed
- Total cost of the construction estimated and actual

**Note:** While proposers may include City of Fort Lauderdale work or staff as references, the Committee is primarily interested in work experience and references other than City of Fort Lauderdale references in demonstration of his/her capabilities.

#### **4.2.10 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.

#### **4.2.11 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Non-Collusion Statement**

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

##### **C. Non-Discrimination Certification Form**

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

##### **D. Local Business Preference (LBP)**

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

##### **E. 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.

##### **F. 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 the required coverage and limits.

*END OF SECTION*

## **SECTION V – EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

#### **5.1.1 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement->

[services/bid-results](#), or any interested party may call the Procurement Services Division at 954-828-5933.

- 5.1.2** Evaluation of proposals 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. Proposals shall be evaluated based upon the information and references contained in the responses 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 will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.3** The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria. The City may request, and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.
- 5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- 5.1.5** The final ranking and the Evaluation Committee's recommendation may then be submitted for negotiations consideration. If the City 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** 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 a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

### **5.2.2 Weighted Criteria**

<b><u>CRITERIA</u></b>	<b><u>PERCENTAGE</u></b>
<b>Qualification of Project Team:</b> To include personnel used for the project, project manager, subconsultants, Joint ventures, etc.	<b>35</b>
<b>Approach to Scope of Work:</b> Includes firms understanding of the scope of Work; M/WBE participation	<b>30</b>
<b>Previous Similar Projects and References</b>	<b>35</b>

TOTAL

**100 %****5.3 Contract Award**

5.3.1 Project Costs - The sum of all Consultant's design and all professional services provided on behalf of the project shall not exceed 6% of project costs per each park site. The percentage of total project costs may vary per site dependent upon the level of work proposed.

5.3.2 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.

5.3.3 The City Manager shall appoint a Contract Administrator or Program Manager for each contract to assure compliance with the contract and applicable law. The Contract Administrator or Program Manager shall review all pay requests or deny same as required prior to approval by the City Manager.



**Attachment 1 Proposed Park Development List**  
(Including but not limited to)

**Park**

Ann Herman Park  
Annie Beck Park  
Bass Park  
Bayview Park  
Beach Community Center  
Benneson Park  
Bill Keith Preserve  
Bryant Peney Park  
Chateau Park  
Cliff Lake  
Colee Hammock Park  
Cooley's Landing Marina  
Coontie Hatchee  
Coral Ridge Park  
Cortez Triangle Park  
Croissant Park  
Lu Deaner Park  
Dottie Mancini Park  
Dr. Hayes Civic Park  
Earl Lifshey  
Esterre Davis Park  
Flamingo Park  
Floranada Park  
Hardy Park  
Floyd Hull Stadium  
Fort Lauderdale Beach Park  
Francis Abreau Place  
George English Park  
Gore Betz Park  
Greenfield Park  
Guthrie Blake Park  
Harbordale Park  
Hector Park  
Holiday Park  
Hortt Park  
Imperial Point Entranceway  
Jack & Harriet Kaye Park  
Joseph Carter Park  
Lauderdale Manors Entrance  
Lauderdale Manors Park

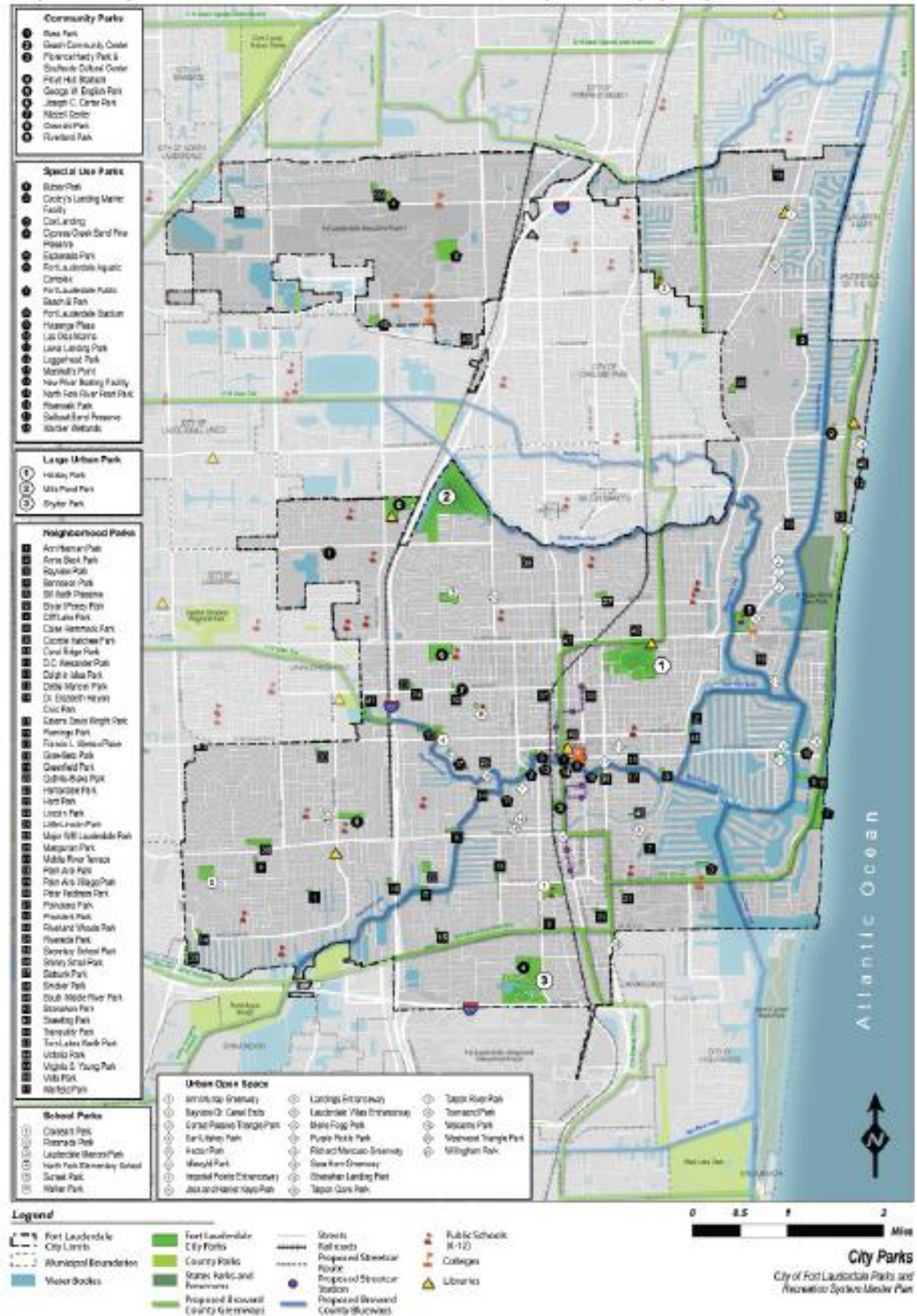
Lewis Landing Park  
Lake Estates Linear Park  
Laudertrail  
Lincoln Park  
Loggerhead Park  
Major William Lauderdale Park  
Marshall's Point  
Merle Fogg Park  
Middle River Terrace Park  
Mills Pond Park  
North Fork Park  
North Fork School Park  
Osswald Park  
Palm Aire Village Park  
Palm Aire Park  
Peter Feldman Park  
Poincianna Park  
Provident Park  
Riverland Park  
Riverland Woods Park  
Riverside Park  
Riverwalk  
Sailboat Bend Preserve  
Sara Horn Greenway  
Shirley Small Park  
Sistrunk Park  
Smoker Park  
Snyder Park  
South Middle River Park  
Stranahan Landing  
Stranahan Park  
Sunset Park  
Sweeting Park  
Tarpon Cove Park  
Tarpon River Park  
Townsend Park  
Twin Lakes North Park  
Victoria Park  
Virginia S. Young  
Vista Park  
Walker Park  
Warbler Wetlands  
Warfield Park  
Welcome Park  
Westwood Heights Park  
Willingham Park

**School Park Additions**

Foster Elementary  
Sunrise Middle School  
Stranahan High School  
Virginia S. Young Elementary  
W Dandy Middle  
Westwood Heights Elementary

## Attachment 2 City Park Map

Map 2-4: City of Fort Lauderdale Parks and Recreation System Map (2015)



# **Section VI**

## **Required Forms**

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**STATEMENT OF QUALIFICATION CERTIFICATION**

**Please Note:** 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) \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Does your firm qualify for MBE or WBE status: MBE \_\_\_\_\_ WBE \_\_\_\_\_

**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>
_____	_____	_____	_____
_____	_____	_____	_____

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

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, hereby agrees that in no event shall the City's liability for respondent's 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

### 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.**



**CONTRACT PAYMENT METHOD BY P-CARD**

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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

In accordance with Article 7, item 7.4.3 of the consultant agreement attached herein, payments for all services will be made utilizing the City's P-Card program (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of the agreement.

Please indicate with which credit card you prefer to be paid:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**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

## Question and Answers for Bid #12308-296 - Parks Bond and Parks Master Plan Design and Implementation Services

### Overall Bid Questions

#### Question 1

What is the budget or cost estimate for this project? (Submitted: Aug 20, 2019 10:28:34 AM EDT)

#### Answer

- The total amount of City Parks Bond funding for this project is \$200,000,000. (Answered: Aug 20, 2019 12:11:33 PM EDT)

#### Question 2

Is the City looking for this to be lead by a Construction Manager, Landscape Architect, Engineer, or Project Management Professional? (Submitted: Aug 20, 2019 5:03:22 PM EDT)

#### Answer

- The City will consider the composition of the team in totality and what they bring to the table, including the experience of the project lead. (Answered: Aug 21, 2019 11:16:09 AM EDT)

#### Question 3

4.2 Contents of the Proposal states "The City prefers that proposals be no more than 50 pages double-sided ..." Do the Required Forms section pages count toward the 50-page limit? (Submitted: Sep 3, 2019 4:18:41 PM EDT)

#### Answer

- No - and please note the word 'prefers' - it is not a 'hard and fast' requirement. We simply want the proposal to be concise without unnecessary elaboration. (Answered: Sep 5, 2019 11:53:20 AM EDT)

#### Question 4

In Section 4.1.1 it states that the City uses BidSync. In Section 4.1.6 it states that you will require 1 orig and 1 copy plus 6 electronic copies sealed in a package. How do you want us to submit this via BidSync or physical hard copies? (Submitted: Sep 5, 2019 11:34:50 AM EDT)

#### Answer

- Physical Hard Copy (Answered: Sep 5, 2019 11:53:20 AM EDT)

#### Question 5

Under Required Forms A: It calls to complete and attach a proposal certification. Where is this form located I don't seem to see it as attached or something that you fill out in bidsync? (Submitted: Sep 5, 2019 12:06:57 PM EDT)

#### Answer

- It is the STATEMENT OF QUALIFICATION CERTIFICATION (Answered: Sep 11, 2019 10:08:43 AM EDT)

#### Question 6

Can we apply to individual disciplines, or is a team required? (Submitted: Sep 9, 2019 1:55:32 PM EDT)

#### Answer

- The City desires a complete team (or teams if we choose to) to cover the entire scope of services (Answered: Sep 11, 2019 10:08:43 AM EDT)

#### Question 7

The City's website: <https://www.fortlauderdale.gov/departments/city-manager-s-office/strategic-communications/public-safety-parks-bond-and-charter-amendments> features a link to: View a list of Proposed Improvements to City Parks. This linked attachment provides a list of 97 Parks locations and associates scope of work and budget amounts to each.

1. Is the list generally inclusive of all parks Bond projects (after reconciliation with the list provided in the Solicitation?
2. Are the scopes of work generally inclusive of all design/construction components?
3. Have the budgets been formulated to include all of the expected scope components?

4. Are the sum of all Consultant's design and all professional services provided on behalf of the project shall not exceed 6% of project costs per each park site. The percentage of total project costs may vary per site dependent upon the level of work proposed (quote from the Solicitation) included in the budgets formulated?

5. Are other project budgets:

- a. Permit Fees
- b. Testing Fees
- c. Contingency

included in the budgets formulated?

6. +/- 70% of the budgets are allocated to projects <\$1,000,000.00. 90% of the budgets are allocated to projects <\$5,000,000.0.

a. Will the City be awarding by Task Order multiple projects across varying budget ranges at a single time to a single firm? Multiple firms? (Submitted: Sep 12, 2019 10:28:43 AM EDT)

**Answer**

- As indicated in the Construction Cost Estimating section of the RFQ (Task 6), the selected Primary Consultant (Consultant) will be responsible for the preparation of construction cost estimates ensuring such costs are technically and economically feasible. Permitting and test fees will be paid by the City, as included within the project budget formulated by the Consultant.

The Consultant's own fees, as attributable to the development of each park site may vary per park site; however, those fees may not exceed 6% per park project.

It is the City's intention to award this bid to one Consultant who will operate as the project lead of his/her project team. The Consultant shall work with the City to prepare, issue and award the construction bids. The Consultant will provide construction management services and conduct inspections. (Answered: Sep 20, 2019 9:23:34 AM EDT)