

Solicitation 12300-296

Asset Management Consulting Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12300-296

Asset Management Consulting Services

Bid Number 12300-296
Bid Title Asset Management Consulting Services

Bid Start Date Aug 15, 2019 2:56:49 PM EDT
Bid End Date Sep 24, 2019 2:00:00 PM EDT
Question & Answer End Date Sep 17, 2019 5:00:00 PM EDT

Bid Contact Penelope Burger
 Procurement Administrator
 Finance
 954-828-5189
 pburger@fortlauderdale.gov

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 Procurement Department
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Addendum # 1

New Documents Addendum 1.pdf

Changes were made to the following items:
 Asset Management Consulting Services

Addendum # 2

New Documents Addendum 2.doc

Previous End Date	Sep 17, 2019 2:00:00 PM EDT	New End Date	Sep 24, 2019 2:00:00 PM EDT
Previous Q & A End Date	Sep 10, 2019 5:00:00 PM EDT	New Q & A End Date	Sep 17, 2019 5:00:00 PM EDT

Description

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to Asset Management Planning of various City's Public Works Asset Groups. The services provided under this contract may include development and implementation of asset management plans; program management; asset management strategy and decision making, asset condition assessment; data collection, risk management, asset information, life cycle delivery, resource management, and

georeferenced mapping of the stormwater, domestic water, wastewater, roadways, seawalls, and bridges.

Added on Aug 27, 2019:

Addendum 1 has been added to the Documents Page

Addendum # 1

Request for Qualifications

RFQ NO. 12300-296

Asset Management Consulting Services

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

City of Fort Lauderdale



Elkin Diaz
Senior Project Manager

JAMES HEMPHILL, CPPB
ASSISTANT MANAGER, PROCUREMENT AND CONTRACTS
Telephone: (954) 828-5143 E-mail: jhemphill@fortlauderdale.gov

Section I – Introduction and Information

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Professional Services related to Asset Management Planning of the City's various Public Works Asset Groups as further described in Section III – Scope of Services. The firms that 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 the date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. Responses will not be accepted after the deadline. 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

There will not be a Pre-proposal meeting for this RFQ.

1.4 BIDSYNC

The City uses BIDSYNC (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, Assistant Manager, Procurement and Contracts
100 N. Andrews Avenue, 5th Floor
Fort Lauderdale, FL 33301
Fax: (954) 828-5576
E-mail: jhemphill@fortlauderdale.gov

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via the BIDSNYC question and answer (Q&A) 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 Q&A feature provided by BIDS SYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A 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 SYNC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a SOQ at any time prior to the 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 RFQ.

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

2.6 Responsiveness

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

2.7 Responsibility

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

2.8 Minimum Qualifications

Firms shall be in the business of professional engineering consulting services 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 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.

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-4 7 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. 33301 The Ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

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 (2018), 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 thirty-six (36) months following the date of being placed on the convicted vendor list.

2.12 Local Business Preference – N/A**2.13 Protest Procedure**

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

2.13.2 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

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 Consultant, at the Consultant'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 Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be 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 Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant 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 Consultant under this Agreement.

The following insurance policies and coverages are required:

2.15.2 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 Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

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

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

2.15.5 Professional Liability and/or Errors and Omissions

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

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.

Insurance Certificate Requirements

- a. The Consultant 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 Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on 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 Consultant 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 Consultant's expense.

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

The Consultant's insurance coverage shall be primary insurance as 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 Consultant 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, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

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

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

NOTE: CITY PROJECT NUMBER 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 RFQs.

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 RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.18.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

2.19 No Exclusive Contract

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

2.20 Unauthorized Work

The Successful Consultant(s) shall not begin work until a contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; 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 credit card payments via MasterCard or Visa as part of this program. This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms 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 a contract term, or contract award by the City.

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

2.22 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.

2.23 Indemnity/Hold Harmless Agreement

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

2.24 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.

2.25 Canadian Companies

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

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide **Professional Services related to Asset Management Planning of various City's Public Works Asset Groups**. The services provided under this contract may include development and implementation of asset management plans; program management; asset management strategy and decision making, asset condition assessment; data collection, risk management, asset information, life cycle delivery, resource management, and georeferenced mapping of the stormwater, domestic water, wastewater, roadways, seawalls, and bridges. Section 3.2 provides a list of services that may be required on an as-needed basis, as requested by the City, which will be authorized by individual Task Orders. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. 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 design consultants and for which the firm(s) are experienced, qualified, and able to perform.

Background

The City is seeking a qualified consultant that will provide asset management consulting services to ensure that the City meets the objectives set forth by Asset Management Plans (AMPs) and the City's organizational plan, and to actively engage in the assessment of existing and new public infrastructure, prioritization of repair and replacement projects, and the design, permitting and construction management for new projects.

The selected firm will work in coordination with City staff and City's consultants (or vendors) in charge of the implementation of the Enterprise Asset Management System (Cityworks) to deliver comprehensive asset management visibility, prioritization, and improved operational efficiencies of the overall City Public Works' asset portfolio. The selected firm will offer the right professionals, processes, and technologies to solve the City Public Work's asset management challenges of today and well into the future.

3.2 Scope of Services

The City is seeking SOQs from qualified engineering firms in response to this RFQ for the purpose of managing the overall delivery of the following consulting services:

1. Data collection, data migration, and/or data conversion of stormwater, domestic water, wastewater, roadways, seawalls, and bridges infrastructure assets and attributes to populate and complete a geographic information system (GIS) database to develop appropriate Asset Management Plans (AMPs).
2. Development of AMPs and Capacity, Management, Operations, and Maintenance Program (CMOM) for stormwater, domestic water, wastewater, roadways, seawalls, and bridges assets, in accordance with the Institute of Asset Management (IAM) model, the Environmental Protection Agency's (EPA) asset management guidelines, and the International Asset Management Standards ISO 55000, ISO 55001, ISO 55002, and Public Available Specifications (PAS): PAS 55-1 Specification for the optimized management of physical assets, and PAS 55-2 Guidelines for the application of PAS 55-1.

3. Citywide assessment (including physical and condition assessments), location and testing of all stormwater, domestic water, wastewater, roadways, seawalls, and bridges assets, as appropriate or required.
4. The development of specific risk assessment plans for stormwater, domestic water, wastewater, roadways, seawalls, and bridges based on a data-driven and criticality analysis decision making process.

3.3 Tasks

The scope of services for this Project is expected to include, but is not limited to, tasks from among the following categories:

3.3.1 Asset Management

- a. Prepare asset management plans, asset management policy, strategy & planning, strategic asset management plan for the City's Public Works asset portfolio: stormwater, domestic water, wastewater, roadways, seawalls, and bridges.
- b. Develop all documents, memorandums and progress reports required for developing a comprehensive asset management system for the City's Public Works asset portfolio based on an approved asset management model.
- c. Identify critical assets based on studies and physical assessments and develop Asset Management risk assessment plans.
- d. Develop and provide training and education in asset management to City staff and project stakeholders, including preparation of educational materials, presentations, participating in community outreach programs and in support to other tasks as requested by City.
- e. Prepare financial forecasts and estimates to make recommendations of the best overall general asset management implementation strategy for the City.
- f. Research funding options, including grants, partnerships and/or bonding, which can be used to finance some of the proposed strategies.
- g. Submit copies of estimates and studies for review by the City, and all regulatory agencies as required.
- h. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans (if required), prepare legal descriptions and tract maps and assist the City in acquiring the right-of-way deeds (as appropriate).
- i. Ensure compliance with all regulatory agencies having an interest or jurisdiction over this Project and which may require permits.

3.3.2 Data Collection, conversion, migration, and condition assessments

- j. Validate the City's existing Geographic Information System (GIS) databases for all City's Public Works Assets and validate its geo-referencing accuracy as directed by the City Public Works, GIS, and IT Departments.
- k. Perform capacity analyses of the existing and proposed City Public Works assets, including stormwater, domestic water, wastewater, roadways, seawalls, and bridges

assets to ensure the systems are adequately sized to meet future demands from various built-out conditions.

- l. Collect the remaining data required to deliver a complete, geo-referenced GIS database of all City's Public Works assets, including stormwater, domestic water, wastewater, roadways, seawalls, and bridges as required by City. This includes providing survey crews, professional surveyor and mapper(s) registered in the State of Florida, GIS technicians, and staff certified to perform Closed Circuit TV inspection and Pipe Assessments based on the National Association of Sewer Services Companies (NASSCO) standards.
- m. Assist the City with the incorporation of the completed GIS databases into an asset management software system. This includes cataloging and delivering the data in formats compatible with the program software.
- n. Perform a citywide assessment and data collection of the stormwater, domestic water, wastewater, roadways, seawalls, and bridges infrastructure for the purpose of populating and implementing a strategic Asset Management Program.
- o. Development and implementation of a Capacity, Management, Operations, and Maintenance Program (CMOM) in accordance with the Environmental Protection Agency's (EPA) guideline set forth in the EPA 305-B-05-002, guide for Evaluating Capacity, Management, Operations, and Maintenance Programs at Sanitary Sewer Collection Systems.
- p. Provide community outreach and relations support by attending City Commission meetings, advisory board meetings, HOA meetings (and others) and prepare appropriate presentations, documentation, poster exhibits, and visual aids designed to inform the project stakeholders and the community of any aspect related to the asset management program as requested by City.

3.4 Additional Scope Details:

The Consultant may propose to the City for approval and retain multiple, qualified sub-consultants for design and related program services. Other services and disciplines may be added by the City as needed during the course of developing the program work. Due to the extent of the asset management program, and unknown issues/solutions, the Consultant must be able to provide sub-consulting services in the following disciplines:

1. Civil Engineering (General)
2. Stormwater
 - a. Piping network, structures, outfalls, and drainage wells
 - b. Tidal Valves, backflow valves
 - c. Exfiltration trenches, Detention & Retention
 - d. Wetlands
 - e. Pump Stations
 - f. Utility Asset Management
 - g. Low Impact Development (LID)
 - h. Sustainable Engineering
 - i. Stormwater Modeling
 - j. Stormwater Engineering with Specialization in Green Infrastructure and Climate

Resiliency Adaptation

3. Water & Wastewater
 - a. Facilities: Water and wastewater Treatment Plans
 - b. Pump Stations
 - c. Potable Water Facilities
 - d. Utility Asset Management
 - e. Low Impact Development (LID)
 - f. Sustainable Engineering
 - g. Water/Wastewater Modeling
4. Roadways
 - a. Asphalt pavements
 - b. Concrete pavements
 - c. Pervious pavements
 - d. Concrete curbing
 - e. Sidewalks
 - f. Americans With Disabilities Act (ADA) design
 - g. Crosswalks, ramps, railings
 - h. Signage & Marking
 - i. Street trees, tree root system designs (root barriers)
5. Seawalls & Bridges
 - a. Planning, condition assessments
 - b. Structural designs, modeling, rehabilitations, strengthening
 - c. Foundations, Piles, footings, and various auxiliary structures
 - d. Testing Services (geotechnical and structural)
 - e. Surveying (topographic and hydrologic)
 - f. Piling and rehabilitation
 - g. Soil & materials strengthening and remediation
 - h. Water inspections
6. Asset Management
7. Benefit Cost Analysis
8. Visualization Tools
9. Assessment Techniques
10. Utilities Engineering (Subsurface Engineering)
11. Surveying and Geographic Information Services (GIS)
 - a. Aerial Photogrammetry
 - b. Land Surveying
 - c. Hydrographic Surveying – Canals & Waterways
 - d. Benthic Surveys
 - e. Title search
 - f. Easement records
12. Electrical Engineering

13. Biological Services
14. Coastal Engineering
15. Cultural Resources (Historic Archeology History, Ethnography)
16. Architecture
 - a. General
 - b. Americans With Disabilities Act (ADA) design / inspection
 - c. Building Information Modeling
17. Community Relations
18. Grant Coordination, Including Preparation of Grant Applications and Deliverables
19. Field Inspections (Various)
20. Geotechnical Engineering and Testing
21. Historic Preservation
22. Environmental Engineering
 - a. Environmental services, studies
 - b. Water quality, testing
 - c. NPDES,
 - d. MS4 permit requirements
 - e. Environmental Monitoring, Inspections
 - f. Environmental Grants, education
23. Landscape Architecture
24. Marine Engineering
25. Mechanical Engineering
26. Planning Services
27. Traffic Engineering
28. Project Management
29. Project Staff Extension
30. Computerized Stormwater Visualization Tools
31. Value, Risk, and Benefit to Cost Business Case Analysis

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 All proposals must be submitted in a sealed package with the RFQ number, due and open date, and RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH FLASH DRIVE. All SOQ's must be received by the City, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS ONE (1) ADDITIONAL HARD COPY OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE FIRM SHOULD ALSO SUBMIT THEIR PROPOSAL ON FIVE (5) FLASH DRIVE. THE FLASH DRIVE COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE FLASH DRIVE, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONSULTANT NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the *STATEMENT OF QUALIFICATION CERTIFICATION*. Omission of a signature on that page may result in rejection of your proposal.

Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from BIDSYNC. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in 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.

4.1.3 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

- 4.1.4** All information submitted by Offeror shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.5** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 4.1.6** All responses will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void.
- 4.1.7** If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In 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, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes (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.

4.2 Contents of the Statement of Qualification

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than fifty (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 a paper sleeve. The responses 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 response 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 response to specific requirements stated herein or through the RFQ.

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

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Firm Qualifications and Experience

Respondents must submit a complete Standard Form 330 and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification and scope of service requirements.

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

4.2.4 Organizational Profile and Project Team

This section shall include a detailed profile of the organization and identify the project team (on Standard Form 330). Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team. Lastly, this section shall include details of how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.

- Give an overview on your proposed vision, ideas and methodology.
- Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time.
- Also provide information on your firm's current workload and how this project will fit into your workload.
- Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.6 References

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

- Client Name, address, contact person telephone and e-mail addresses (E-mail will be primary means of contact).
- Description of work.

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

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

4.2.7 Sub-consultants

Consultant must clearly identify any sub-consultants that may be utilized during the term of this contract. All information requested in sections 4.2.3 through 4.2.8 shall be provided for each proposed sub-consultant.

4.2.8 Required Forms

a. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided herein in Section 6 - Required Forms

b. Non-Collusion Statement

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

c. Contract Payment Method

This form must be completed and returned with your SOQ. 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.

e. Sample Insurance Certificate

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

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

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

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

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

5.2 Evaluation Criteria

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

average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the Evaluation Committee to the City Manager.

5.2.3 Weighted Criteria

<u>CRITERIA</u>	<u>PERCENTAGE</u>
Firm Qualifications and Experience Including licenses, insurance, and other pertinent information for firm and sub-consultants.	30
Organizational Profile and Project Team Including firm and project team, principals, project manager, staff and sub-consultants.	25
Approach to Scope of Work Overall approach and MBE participation.	30
References Including previous similar projects, references, volume of previous work awarded by the City.	15
5	
TOTAL	100%

5.3 Contract Award

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

END OF SECTION

SECTION VI

REQUIRED FORMS

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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: _____

Check box if your firm qualifies for MBE / SBE / 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

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

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

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

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

By signing below you agree with these terms.

Please indicate with which credit card payment you prefer:

_____ Master Card

_____ Visa

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



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFQ No. 12300-296
TITLE: Asset Management Consulting Services
ISSUED: 8/27/2019

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

The following paragraphs shall be added to SECTION II – GENERAL TERMS AND CONDITIONS

2.26 Contract Term

The Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultant's receipt of an executed Task Order.

The initial contract term shall commence upon final execution of the contract by the City and shall expire Three (3) years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for Two (2) additional One (1) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

2.26.1 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.

2.26.2 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.

2.26.3 In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

By submitting a SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

2.27 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.28 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

All other terms, conditions, and specifications remain unchanged.

Mr. James Hemphill
Asst. Procurement and Contracts Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2

RFQ No. 12300-296
TITLE: Asset Management Consulting Services
ISSUED: 8/28/2019

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

1. The opening date has been changed to Sept. 24, 2019. Last day for Questions has been changed to Sept. 17th, 2019.

All other terms, conditions, and specifications remain unchanged.

James Hemphill
Asst. Procurement and Contracts Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Overall Bid Questions

Question 1

4.2 Contents of the Statement of Qualification. We understand that the proposal is to be organized and divided as described in section 4.2.1 – 4.2.8 of the RFQ, and limited to 50 pages. Is this page count inclusive of the complete SF330 form or may the SF330 form be included as an appendix to the document, outside of the 50 pages? **(Submitted: Aug 22, 2019 10:30:56 AM EDT)**

Answer

- That statement is a city preference, not a 'Must'. City wants responses to be concise and to the point. **(Answered: Aug 22, 2019 10:57:00 AM EDT)**

Question 2

Is there an estimated budget? **(Submitted: Aug 26, 2019 9:44:40 AM EDT)**

Answer

- At the present time, this contract has encumbered 4.2M for the 3-year contract (annual budget of \$1.4 Million). However, City Public works department will be working to get budget modification(s) during Fiscal year 2020 to include additional work scope anticipated for the 3-year contract term. **(Answered: Aug 27, 2019 3:00:55 PM EDT)**

Question 3

1.2 Submission Deadline. In light of the upcoming Labor Day holiday, and scheduled office closures and team availability, we would like to respectfully request a two-week time extension to allow sufficient time to develop our response. Thank you for your consideration! **(Submitted: Aug 26, 2019 4:50:14 PM EDT)**

[edit](#) 

Answer

- Done **(Answered: Aug 30, 2019 9:27:30 AM EDT)**

Question 4

We respectfully request an extension due to the proposal requirements. (Submitted: Aug 27, 2019 8:38:35 AM EDT)

Answer


[edit](#) 

- Done (Answered: Aug 30, 2019 9:27:30 AM EDT)

Question 5

What is the budget the City established for the Asset Management Services Contract? (Submitted: Aug 27, 2019 8:38:54 AM EDT)

Answer

- At the present time, this contract has encumbered 4.2M for the 3-year contract (annual budget of \$1.4 Million). However, City Public works department will be working to get budget modification(s) during Fiscal year 2020 to include additional work scope anticipated for the 3-year contract term. (Answered: Aug 27, 2019 3:00:55 PM EDT) [edit](#) 

Question 6

What is the requirement the City established for MWBE participation? (Submitted: Aug 27, 2019 8:39:14 AM EDT)

Answer

[edit](#) 

- Endeavor to meet the minority business enterprise procurement goals under s. 287.09451. (Answered: Aug 27, 2019 3:00:55 PM EDT)

Question 7

What is the requirement the City established for SBE participation? (Submitted: Aug 27, 2019 8:39:33 AM EDT)

Answer

[edit](#) 

- No established SBE requirements (Answered: Aug 27, 2019 3:00:55 PM EDT)

Question 8

Is this going to be a one-year contract with multiple extensions that require yearly approval or a multi-year contract? If multi-year, what term is envisioned? **(Submitted: Aug 27, 2019 8:41:48 AM EDT)**

Answer

[edit](#) 

- See Addendum 1 **(Answered: Aug 27, 2019 3:00:55 PM EDT)**

Question 9

• The “financial forecasts and estimates” referred to in Section 3.3.1(e) of the RFQ – with reference to AACE International Recommended Practice No. 18R-97 does this refer to (1) Class 4 and 5; (2) Class 2 and 3; or, (3) all classes of 1 to 5 (as required)? **(Submitted: Aug 29, 2019 12:23:21 PM EDT)**

Answer

- Answer: Section 3.3.1.e refers to being able to prepare financial analysis, forecasts, and estimates of future asset management demand for all Public Works’s asset groups.

[edit](#) 

Future asset demand analysis is a section of asset management practice identified by several AM organizations, including the Institute of Asset Management Subject Specific Guidance (SSG) and the International Infrastructure Management Manual (IIMM).

AACE International Recommended Practice No. 18R-97 refers to align estimating process with project stage-gate scope development and decision-making • **(Answered: Aug 30, 2019 9:27:30 AM EDT)**

Question 10

The “estimates and studies” referred to in Section 3.3.1(g) of the RFQ – within the decision-making for recommendations of estimates and studies – do City Staff expect Multi Objective Decision Analysis and Whole Life-Cycle Costing? **(Submitted: Aug 29, 2019 12:23:54 PM EDT)**

[edit](#) 

Answer

- Yes (**Answered: Sep 3, 2019 12:14:01 PM EDT**)

Question 11

The asset management system software referred to in Section 3.3.2(m) of the RFQ – is this CityWorks for the entirety of Public Works? Or is this a variety of software packages? (**Submitted: Aug 29, 2019 12:24:24 PM EDT**)

Answer

[edit](#) 

- Cityworks is the asset management software system that has been selected for all Public Works's™ assets. (**Answered: Sep 3, 2019 12:14:01 PM EDT**)

Question 12

For cost efficiencies, and optimization of the budget, is the City interested in condition assessments for (1) all assets, prioritized with asset criticality, or (2) only critical assets? (**Submitted: Aug 29, 2019 12:25:04 PM EDT**)

Answer

- The City Public Works Department may ask the selected consultant to develop strategies for condition assessment for each asset group. This effort will most likely include prioritization of capital and Operations and Maintenance (O&M) projects for each asset group based on several factors, including risk assessment, asset criticality, and budget availabilities. (**Answered: Sep 3, 2019 12:14:01 PM EDT**)

[edit](#) 

Question 13

Is the City requesting that we complete an entire Standard Form 330, or just certain sections of it for the “Firm Qualifications and Experience” and “Organizational Profile and Project Team” sections? If the latter, please specify which sections of the form to include in those sections. (**Submitted: Aug 30, 2019 2:25:31 PM EDT**)

[edit](#) 

Answer

- Present the requested information (**Answered: Sep 3, 2019 11:53:39 AM EDT**)

Question 14

Regarding the City's preference that the proposals be 50 pages, double-sided: Does this mean 100 pages of text, or does one double-sided sheet equal two pages? (**Submitted: Sep 6, 2019 12:38:36 PM EDT**)

Answer

[edit](#) 

- Double sided, als, see response to question 1 (**Answered: Sep 11, 2019 10:01:48 AM EDT**)

Question 15

4.2.8 Required Forms, c. Contract Payment Method: Our firm does not currently subscribe to p-card programs. Please confirm whether EFT Payment will be acceptable for this contract award. (**Submitted: Sep 16, 2019 2:57:28 PM EDT**)

Answer

[edit](#) 

- Section 2.21 outlines the payment method for this contract. (**Answered: Sep 20, 2019 3:00:35 PM EDT**)

Question 16

Per section 4.2.4, "Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City"

- Are biographies desired for all staff for just the PMs? In other words are resumes for remaining staff sufficient? (**Submitted: Sep 17, 2019 9:00:06 AM EDT**)

Answer

[edit](#) 

- Please provide resumes of consultant key team members (and sub consultants) with significant roles in the completion of task orders. All technical staff resumes shall be included. (**Answered: Sep 20, 2019 1:25:08 PM EDT**)

Question 17

Can any additional information we would like to provide be placed in

[edit](#) 

Section H of form 330? (Submitted: Sep 17, 2019 9:00:24 AM EDT)

Answer

- Any additional information can be included in Section H of form 330. (Answered: Sep 20, 2019 1:36:32 PM EDT)

Question 18

Given the breadth of this program technical needs, can sub consultants be added if needed during the course of the program? (Submitted: Sep 17, 2019 9:00:44 AM EDT)

Answer

[edit](#) 

- Yes. It will require city approval. (Answered: Sep 20, 2019 1:36:32 PM EDT)

Question 19

On p. 13 of 27 – what do you mean by “assessment techniques” in item No. 9? What kind of assessments? (Submitted: Sep 17, 2019 9:01:04 AM EDT)

Answer

[edit](#) 

- Refers to experience with Asset Condition Assessment techniques. (Answered: Sep 20, 2019 1:25:08 PM EDT)

Question 20

On p. 13 of 27, can you explain what you mean in Item No. 11 by “Title Search”? (Submitted: Sep 17, 2019 9:01:18 AM EDT)

Answer

[edit](#) 

- It refers to ability to conduct property title search also called Title Status Report (TSR). I is usually needed to identified recorded easements for utilities in a property. (Answered: Sep 20, 2019 1:25:08 PM EDT)

Question 21

Do we need to submit an SF 330 Part II for every office from which we have proposed staff for this contract? That would add significantly to the

[edit](#) 

page count. Or may we include only the Part IIs for the offices through which the core services will be provided? **(Submitted: Sep 17, 2019 9:02:53 AM EDT)**

Answer

- Please see the response to Question 1 **(Answered: Sep 20, 2019 3:00:35 PM EDT)**

Question 22

Since we are the prime, are the forms in 4.2.8 required for our subs? **(Submitted: Sep 17, 2019 9:03:06 AM EDT)**

Answer

[edit](#) 

- Prime will require all forms. Subs would need to provide Statement of Qualification Certification, non-collusion statement, and sample insurance certificate. **(Answered: Sep 20, 2019 1:25:08 PM EDT)**

Question 23

Are qualified Women-owned Businesses and Small Businesses required to be certified by the City of Fort Lauderdale or in the State of Florida? Are they required to have a Florida address? **(Submitted: Sep 17, 2019 9:03:22 AM EDT)**

Answer

[edit](#) 

- There is no requirement to be certified by the City of Fort Lauderdale or in the State of Florida. **(Answered: Sep 20, 2019 3:00:35 PM EDT)**

Question 24

In 3.3.2 Item M, you mention Asset Management Software system. Is that Cityworks, or is there another software system you are using to support asset management? **(Submitted: Sep 17, 2019 9:03:45 AM EDT)**

[edit](#) 

Answer

- Yes, it is Cityworks. (Answered: Sep 20, 2019 1:25:08 PM EDT)

Question 25

Would you please consider extending the deadline by one week to allow time to review the Q&A and adjust our responses accordingly? (Submitted: Sep 17, 2019 3:41:29 PM EDT)

Answer

[edit](#) 

- Deadline was extended to 9/24/2019 (Answered: Sep 20, 2019 1:25:08 PM EDT)

Question 26

Will our deliverables be used or referenced in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than Client? (Submitted: Sep 17, 2019 4:42:50 PM EDT)

[edit](#) 

Answer

- No. (Answered: Sep 20, 2019 1:25:08 PM EDT)

Question 27

Has the City has retained its own Independent Municipal Advisor? (Submitted: Sep 17, 2019 4:43:11 PM EDT)

Answer

[edit](#) 

- No. (Answered: Sep 20, 2019 1:25:08 PM EDT)