

Solicitation RFQ 12464-416

CCNA-Professional Services Library, Continuing Services Contract

Bid Designation: Public



City of Fort Lauderdale

Bid RFQ 12464-416

CCNA-Professional Services Library, Continuing Services Contract

Bid Number **RFQ 12464-416**
 Bid Title **CCNA-Professional Services Library, Continuing Services Contract**

Bid Start Date **Jan 4, 2021 9:49:11 AM EST**
 Bid End Date **Feb 8, 2021 2:00:00 PM EST**
 Question & Answer End Date **Jan 25, 2021 5:00:00 PM EST**

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

Contract Duration **One Time Purchase**
 Contract Renewal **See Specifications**
 Prices Good for **Not Applicable**

Bid Comments The City of Fort Lauderdale, FL (City) in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is actively seeking qualified, experienced, and licensed firm(s) to provide a variety of Professional Services, including but not limited to transportation, highway systems, water and wastewater systems, foundation, soils and material testing, surveying and mapping, construction engineering and inspection, civil, structural, electrical, mechanical engineering, etc., architecture, and other professional ancillary services, 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.

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

Electronic Proposal Openings Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "ZOOM meeting" or similar type platform.

ZOOM MEETING INFORMATION:

TOPIC: CCNA-Professional Services Library RFQ 12464-416 Opening

TIME: Feb 8, 2021 02:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1602164660?pwd=UHplQ0JpeTh6RkpGZmhWa0o0NjA3Zz09>

Meeting ID: 160 216 4660

Password: 971372

Mobile Phone One-tap Dial:

+16692545252,,1602164660#,,1#,971372# US (San Jose)

+16468287666,,1602164660#,,1#,971372# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

Meeting ID: 160 216 4660

Password: 971372

Find your local number: <https://fortlauderdale.zoomgov.com/join/akYUwJxla>

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

Added on Jan 20, 2021:

ADDENDUM NO. 1

Section III, Scope of Services, 3.4 *Professional Categories*,

DELETE 14.0 General Mechanical Engineering in its entirety and restate the numbering.

CHANGES to Section IV, Submittal Requirements, 4.2.5 References

DELETE pdf CCNA Professional Services Library-Proposal Reference Form and replace with Addendum NO. 1 - RFQ 12464-416 CCNA Professional Services Library Proposal Reference Form Excel spreadsheet.

Added on Jan 26, 2021:

ADDENDUM NO. 2

Clarification to 3.0 Water and Wastewater Systems

Restate numbering to Section 19, Miscellaneous

Addendum No. 2 Proposal Reference Form Excel 1.26.21

Addendum # 1

New Documents	Addendum NO.1 RFQ 12464-416.pdf Addendum NO.1 RFQ 12464-416 CCNA Prof Services Library Proposal Reference Form.xlsx
Removed Documents	RFQ 12464-416 Prof Services Library Proposal Reference Form.pdf

Addendum # 2

New Documents	Addendum NO. 2 RFQ 12464-416 Prof Services Library Proposal Reference Form - Final 1.26.21.xlsx Addendum NO 2.pdf
Removed Documents	Addendum NO.1 RFQ 12464-416 CCNA Prof Services Library Proposal Reference Form.xlsx

Item Response Form

Item	RFQ 12464-416--01-01 - CCNA-Professional Services Library, Continuing Services Contract
Quantity	1 lot
Prices are not requested for this item.	
Delivery Location	City of Fort Lauderdale <u>City Hall</u> 100 N. Andrews Avenue Fort Lauderdale FL 33301 Qty 1

Description

UPLOAD PROPOSAL SUBMITTAL(S)

Request for Qualifications

RFQ # 12464-416

CCNA – Professional Services Library, Continuing Services Contract

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

City of Fort Lauderdale



Penelope Burger
Procurement Administrator

Telephone: (954) 828-5189 E-mail: pburger@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is actively seeking qualified, experienced, and licensed firm(s) to provide a variety of Professional Services, including but not limited to transportation, highway systems, water and wastewater systems, foundation, soils and material testing, surveying and mapping, construction engineering and inspection, civil, structural, electrical, mechanical engineering, etc., architecture, and other professional ancillary services, 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 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

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1.3 Electronic Proposal Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "ZOOM meeting" or similar type platform.

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Dial by your location
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+1 646 828 7666 US (New York)
Meeting ID: 160 216 4660
Password: 971372
Find your local number: <https://fortlauderdale.zoomgov.com/join/akYUwJxla>

1.4 Pre-Proposal Meeting

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

1.5 Point of Contact

Point of Contact For information concerning procedures for responding to this solicitation, contact Procurement Administrator, Penelope Burger at (954) 828-5189 or email at pburger@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Proposers please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

The 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.

1.7 Prohibition Against Contracting with Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

END OF SECTION

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A feature provided by BIDSNYC 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 BIDSNYC 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 BIDSNYC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a 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 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 Lobbying Activities

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

2.9 Protest Procedure

2.9.1 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>.

2.9.2 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

2.10 Public Entity Crimes

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

2.11 Insurance Requirements

2.11.1 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 through insurers authorized or eligible to write policies in the State of Florida possess an A.M. Best rating of "A-" VII or better, subject to approval by the City's Risk Manager.

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

2.11.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Consultants.

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

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.

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.

Consultant 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.

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.

2.11.4 Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Proposal/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
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.11.5** The Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or

limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

2.11.6 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.

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

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

2.11.8 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.

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

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

2.12 Contract Agreement

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

2.13 Contract Term

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.

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 one hundred eighty (180) 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.

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

2.14 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 multiple contracts to more than one Consultants, in more than one professional categories, as is in the City's best interest.

2.15 Modification of Services

2.15.1 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.

2.15.2 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.

2.15.3 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 Consultants, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.15.4 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.

2.16 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.

2.17 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.

2.18 Payment Method

The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the purchasing card in the same manner as other credit card purchases.

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

2.19 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 free of error and 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 Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City.

2.20 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.

2.21 Substitution of Personnel

It is the intention of the City that the Consultant's personnel proposed for the contract will be available for the contract term. In the event the Consultant wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.22 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 Consultant above the agreed hourly rates and related costs.

2.23 Canadian Companies

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

in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.24 Protest Procedure

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-ofintent-to-award>.

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

2.25 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.26 Ownership of Work

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

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City of Fort Lauderdale, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking proposals from qualified and experienced engineering firms to perform continuing professional engineering and management services for City's Professional Services Library.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000. All work will be performed in accordance with high industry standards and comply with applicable laws, and regulations.

3.2 General Scope of Services

The City of Fort Lauderdale is seeking to establish a pool of pre-qualified consultants in numerous professional categories. Generally, services for projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Multiple firms selected by the City will provide professional services to the City on an as-needed basis based upon work orders to be issued by the City under the terms of their continuing contracts. There is no guarantee that every consultant in this Library will be awarded a project.

3.3 Work Breakdown Structure

In providing professional services, Consultant(s) shall take all reasonable care which are industry standards or as defined in Florida Statutes or Florida Administrative Codes.

Consultant(s) shall also provide all work product documentation including but not limited to; data, studies, surveys, drawings, maps, models, photographs, reports, designs, calculations, test results, etc., that shall become the property of the City and shall be delivered to the City.

3.4 Professional Categories

Following is the list of broad categories for which professional services are projected to be sought. The City's Department requesting professional services shall have the discretion of defining and interpreting the scope that will fall under each of these broad categories. A firm may qualify for inclusion in more than one category in the library of services, however, an individual firm maybe limited to being included in no more than three pool categories. The City reserves the right to determine pool membership in order to ensure equitable work distribution among pool members. Firms desiring to submit in a category or categories shall comply with Section IV– Submittal Requirements.

1.0 Transportation

- 1.01 Urban Area and Regional Transportation
- 1.02 Mass Transit
- 1.03 Aviation and Airport Systems
- 1.04 Port, Waterway and Marine
- 1.05 Rail

2.0 Highway Systems

- 2.01 Minor Highway/Roadway
- 2.02 Major Highway/Roadway
- 2.03 Tunnel
- 2.04 Bridge
- 2.05 Parking
- 2.06 Miscellaneous Traffic Counts and Studies
- 2.07 Traffic Calming
- 2.08 Traffic Signal
- 2.09 Signing, Pavement Marking and Channelization
- 2.10 Highway/Road Lighting
- 2.11 Underwater Inspection

3.0 Water and Wastewater Systems

- 3.01 Water Distribution
- 3.02 Wastewater Collection
- 3.03 Pumping Facilities
- 3.04 Treatment Plant [Waste Water]
- 3.05 Design
- 3.06 Operations
- 3.07 Maintenance
- 3.08 Treatment Plant [Water]
- 3.09 Design
- 3.10 Operations
- 3.11 Maintenance
- 3.12 Wellfield
- 3.13 Modeling

4.0 Environmental Engineering

- 4.01 Stormwater and Drainage Design
- 4.02 Stormwater and Drainage Modeling
- 4.03 Solid Waste Collection and Disposal
- 4.04 Groundwater
- 4.05 Wetlands
- 4.06 Contamination Assessment
- 4.07 Contamination Monitoring
- 4.08 Contamination Remediation
- 4.09 Miscellaneous Science and Biological Services
- 4.10 Waterway/Marine Including Dock and Pier
- 4.11 Coastal

4.12 Ocean

5.0 Foundation, Soils and Material Testing

- 5.01 Geotechnical
- 5.02 Concrete
- 5.03 Asphalt
- 5.04 Roof
- 5.05 Asbestos
- 5.06 Air
- 5.07 Mold
- 5.08 Subsurface
- 5.09 Seismographic
- 5.10 Miscellaneous Destructive and Non-Destructive

6.0 Surveying and Mapping

- 6.01 Land
- 6.02 Aerial
- 6.03 Underground
- 6.04 Hydrographic
- 6.05 Astronomical
- 6.06 Geographic Information (GIS)

7.0 Construction Engineering and Inspection

- 7.01 Civil
- 7.02 Highway
- 7.03 Structural
- 7.04 Environmental
- 7.05 Mechanical
- 7.06 Electrical
- 7.07 Information Technology
- 7.08 Building
- 7.09 Utilities
- 7.10 Undergrounding

8.0 Architecture

9.0 Interior Design

10.0 Information Technology

11.0 General Civil Engineering Including Site Planning

12.0 General Structural Engineering

13.0 General Mechanical, Electrical and Plumbing (MEP) Engineering

14.0 General Mechanical Engineering

15.0 General Computer Science

16.0 Landscaping Architecture

17.0 Land Use Planning

18.0 Value Engineering [Identify Discipline or Area of Expertise]

19.0 Cost Estimating Including Life Cycle Costing [Identify Discipline or Area of Expertise]

20.0 Miscellaneous

- Building Performance
- Building Inspections
- Engineering Management
- Operations Assessment
- Infrastructure Planning
- General Consulting Services in Utilities, Public Works and Engineering
- ADA Compliance
- Parks and Open Space
- Grants
- Permitting

3.4.1 Below is a partial listing of the Adopted Fiscal Year 2021-Fiscal Year 2025 Community Investment Plan Project fund balances:

Building Permit Fund (140)	FY 21 - \$19,057,599
General Capital Projects Fund (331)	FY 21 - \$27,002,806
CRA Beach Fund (346)	FY 21 - \$14,733,528
CRA NW Progresso Heights Fund (347)	FY 21 - \$ 8,087,808
Park Impact Fees Fund (350)	FY 21 - \$7,722,035
Go Bond Parks Fund (353)	FY 21 - \$99,795,796
Central Region/Wastewater Fund (451/458)	FY 21 - \$47,234,073
Water/Sewer Master Plan Fund (454)	FY 21 - \$49,533,948
Parking Fund (461)	FY 21 - \$7,124,917
Airport Fund (468)	FY 21 - \$11,957,185
Stormwater Fund (470)	FY 21 - \$10,571,840
Stormwater Bond (473)	FY 21 - \$63,880,301
Water & Sewer Master Plan 2017 Fund (495)	FY 21 - \$43,792,447
Water & Sewer Regional Master Plan 2017 Fund	FY 21 - \$27,244,253

3.5 Professional Services Library Rotation

1. Work assignments within each service category are monitored on a rotational basis by the Procurement Division.

2. For each service category, the Procurement Division and Public Works Finance will track qualifying firms' participation in the Professional Services Library based on work assignments.
3. Once a work assignment is identified, Firms in that category will be identified and capabilities paired to the work assignment on an as needed basis. The City reserves the right to assign work that it determines is in its best interest.
4. As each work assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the City's Project Manager.
5. Should a firm decline a work assignment or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the work assignment is successfully negotiated.
6. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period may be removed from the service category at the direction of the Procurement Services Division Director.
7. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification Form. A copy of this completed form must be provided to the Procurement Division by the City's Project Manager.
8. Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded; with the firm having received the least amount of dollars being considered for the next work assignment.
9. The number of Florida registered professionals and other technical support personnel required for specific projects, will be determined during the consultant selection process on a project-by-project basis based on the Department Director or designee's estimate of the consultant personnel required to adequately and competently perform the work in the desired time frame. Firms selected under this group will not be allowed to subcontract their work without the approval of the Department Director in advance.

3.6 CITY OF FORT LAUDERDALE DISADVANTAGED BUSINESS ENTERPRISE or DBE, PILOT INITIATIVE PROGRAM - A for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations as certified by a public entity with a certification program. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, veterans and women are presumed to be socially and economically disadvantaged, as defined in Section 2-173, City of Fort Lauderdale Ordinance.

It is a goal of the City to set aside initiatives valued at \$100,000 or less to disadvantaged business enterprise or DBE Firms, each having 10 employees or less. In order to qualify under this category, the firms must have employed at least one (1) Florida registered professional engineer or architect for a minimum of five (5) continuous years.

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (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 RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to 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 RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 18 CONSULTANT'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 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Consultant shall: 1. Keep and maintain public records required by the City in order to perform the service. 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. 4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Statement of Qualification

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 25 pages double-sided in one complete pdf document. The proposals should be organized, divided and indexed into the category sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

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

4.2.1 Table of Contents

The table of contents should outline clearly in sequential order the professional category(ies) of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

- 4.2.2** A cover letter on the Firm's letterhead requesting pre-qualification specifically stating which category or categories of professional work are being requested.

4.2.3 Executive Summary

Each Offeror must submit an executive summary, no more than 2 pages, that identifies the professional category, 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.

4.2.4 Firm Qualifications and Experience

Minimum Qualifications

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

Consultants shall be professionally licensed to practice engineering, architectural or other services, as applicable, in the State of Florida and have a resident office in Miami-Dade, Broward, or Palm Beach County, Florida. Consultants shall have been in continuous practice for a minimum of the immediate past ten (10) years, shall have performed work for local governments in Southeast Florida and shall have completed engineering, architectural or other services, as applicable, for a public agency, hospital district, college or university either as prime consultant or sub consultant with projects similar in scope, size and complexity as those required by the City of Fort Lauderdale.

NOTE: Please indicate if your Firm is a Local Business/ Disadvantaged Business Enterprise/MBE. Consultants shall be professionally licensed to practice engineering, architectural or other services, as applicable, in the State of Florida and have a resident office in Miami-Dade, Broward, or Palm Beach County, Florida. Firms must have employed at least one (1) Florida registered professional engineer or architect for a minimum of five (5) continuous years.

At the time of proposal submission, Firms shall be actively registered with the Florida Department of State, Division of Corporation, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract.

Project manager assigned to the work must have minimum of 5 years experience in the professional category(ies) and have served as project manager on similar projects.

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.

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.

Firms must submit a complete and **notarized** Professional Services Library Proposal Reference Form or facsimilia and provide any other documentation that demonstrates their

ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. 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; and any other pertinent information shall be submitted.

Licenses – Submit copies of the following:

- a. The Firm's professional license issued by the Florida Department of Business and Professional Regulation (e.g. PE, PG, RA or RLA); if applicable
- b. For each of the certifying and qualifying agents provide a copy of their professional license issued by the Florida Department of Business and Professional Regulation* (e.g. PE, PG, RA or RLA), college degree (e.g. chemist or biologist), and their certificates (e.g. AICP, ASQ or divers) if applicable
- c. Florida Department of Agriculture and Consumer Services (e.g. LS).

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.

Provide a resume for each of the qualifying agents listed on the Professional Services Library Proposal Reference Form.

4.2.5 References

Firms must provide a minimum of three (3) and a maximum of six (6) completed project references, including the professional's responsibilities in connection with each project, the services provided, and enough information to evaluate the project's scope and complexity; preferably government agencies, for projects with similar scope as listed in this RFQ for each category of work requesting pre-qualification.

Project references **may not** be more than ten (10) years old from the date of completion. Ongoing projects may not be considered. Project references should **not be** duplicated within the **same** category unless the project is multi-disciplined.

Failure to provide valid references may result in your submittal(s) being rejected for consideration by the Technical Evaluation Committee.

Information should include:

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

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

4.2.6 Disadvantaged Business Enterprise

If your firm is a Disadvantage Business Enterprise, is a Small Business Enterprise, or a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s).

DBE/MB Firm to submit accountant agency statement of the number of Firm's full time staff employees, attested on the accountant's letterhead. The City reserves the right to request additional verification as it deems appropriate.

4.2.7 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

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.

d. 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.

e. Non-Discrimination Certification Form

f. Local Business Preference (LBP)

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

g. E-Verify Affirmation Statement

h. Notarized Professional Services Library Proposal Reference Form or facsimilia.

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 his/her 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 - PRE-QUALIFICATION AWARD

5.1 Pre-Qualification Procedure

- 5.1.1 Evaluation of the submittals will be conducted by a Technical Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. Submittals shall be evaluated based upon the information and references contained in the SOQ's as submitted. 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 Technical Evaluation Committee will review and approve firms' submittals to provide professional services among the various categories.

5.2 Pre-Qualification Criteria

- 5.2.1 Only the experience of the full-time employed professionals will be considered by the Technical Evaluation Committee in its evaluation of the firm's capabilities.
- 5.2.2 Qualifier must be a full-time professional employee of the firm, meeting the experience requirements and whose project references comply with the specific professional Category requirements, and are listed on the Professional Services Library Proposal Reference Form.
- 5.2.3 A Qualifier **may not** be a Qualifier for more than one firm at any time. Any change (e.g. termination, resignation, etc.) in a qualifying agent, **must** be, immediately reported in writing to the Technical Evaluation Committee, through the Procurement Administrator. **Failure to notify the Committee will result in a termination of your current pre-qualification and a possible denial of any future pre-qualification requests.**
- 5.2.4 Full-Time Employee is defined as an employee as an individual employed by a firm and regularly scheduled to work at least 35 hours per week.
- 5.2.5 The Technical Evaluation Committee has the authority to overturn any approved or denied technical category or application upon receipt of any additional information.
- 5.2.6 Inactive/Incomplete Applications will be automatically deleted after three months.
- 5.2.7 Pre-Qualification is valid as long as the licenses, qualifying professionals and any applicable requirements are met and the qualifiers remain full time employees of the firm.

5.3 Contract Award

- 5.3.1 The City reserves the right to award a contract to that Consultant(s) 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 or designee 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.

- 5.3.4** The City reserves the right at its sole discretion to extend or to re-solicit these or additional services, on an as needed basis.

END OF SECTION

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: _____

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 BIDS SYNC 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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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 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 the contract term, or contract award by the City.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

_____ Master Card

_____ 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

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm:	<input type="text"/>
Address of Firm:	<input type="text"/>
Telephone Number:	<input type="text"/>
Name of Person Completing Form:	<input type="text"/>
Title:	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>
City Project Number:	<input type="text"/>
City Project Description:	<input type="text"/>

Please check the item(s) which properly identify the status of your firm:

- ☐ Our firm is not a MBE or WBE.
- ☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

☐ List Previous City of Fort Lauderdale Contracts

☐ Number of Employees in your firm

--Percent (%) Women

--Percent (%) Minorities

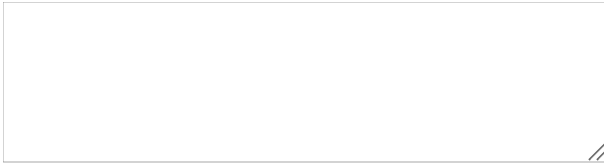
--Job Classifications of Women and Minorities

☐ Use of minority and/or women subcontractors on past projects.

☐ Nature of the work subcontracted to minority and/or women-owned firms.

☐ How are subcontractors notified of available opportunities with your firm?

☐ Anticipated amount to be subcontracted on this project.

A large, empty rectangular box with a thin black border, intended for the user to input the anticipated amount to be subcontracted on this project. A small diagonal line is visible in the bottom right corner of the box.

☐ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

A large, empty rectangular box with a thin black border, intended for the user to input the anticipated amount to be subcontracted to minority and/or women-owned businesses on this project. A small diagonal line is visible in the bottom right corner of the box.

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
Business Name

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

(2)
Business Name

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

(3)
Business Name

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

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

- (5)
Business Name
- Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6)
Business Name
- is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

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**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or 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 protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
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.

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5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the 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 the 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.

AGREEMENT

Between

City of Fort Lauderdale

and

for

CCNA - Professional Services Library, Continuing Services Contract

THIS IS AN AGREEMENT made and entered into this ____ day of _____ 2021.

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 20__ authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of _____, RFQ No. 12464-416 (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, 2021 and any duly authorized and executed Amendments to Agreement.
- 1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision to this agreement between the CITY and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of his Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.

- 1.8 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: _____, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.12 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.13 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.14 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.15 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.16 OMISSION: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.

- 1.18 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.19 PRELIMINARY PLANS: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.20 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.21 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.22 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Structural Bridge Engineering Consulting Services, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.
- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate

negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 TASK ORDERS FOR ADDITIONAL SERVICES

- 5.1 Task Orders for additional services shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements. These Task Orders shall be considered supplemental to the general description of basic services as described in Exhibit "A".
- 5.2 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
 - 5.2.1 Providing additional copies of reports, contract drawings and documents; and
 - 5.2.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.4 In the event CONSULTANT is unable to complete the services on the date or

dates as provided in this Agreement, or subsequent Task Orders, because of delays resulting from the untimely review and approval by CITY and other governmental authorities having jurisdiction over the Project, CITY may grant an appropriate extension of time for completion of the work. It shall be the responsibility of the CONSULTANT to notify the CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

- 5.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific supplemental Task Order, or if at any time the CITY shall be of the opinion that said supplemental Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new supplemental Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original supplemental Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Project schedule, developed before commencement of work and made a part of this Agreement. The Project schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed and a purchase order. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 6.3 In the event CONSULTANT is unable to complete the above services because of

delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

- 6.4 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
- 6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any additional Project related Task Orders for additional services.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not to Exceed Amount of \$_____. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B."

7.2 REIMBURSABLES

- 7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of N/A. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any

reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

7.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such

expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

7.4.3 Payments are made by CITY to CONSULTANT using a CITY P-Card (MasterCard or Visa credit card).

ARTICLE 8

AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive

proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.7 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the

CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.

- 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10 CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports

and any other data relative to design or construction of the Project.

- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by

the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

- 11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.
- 11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.
- 11.2.5 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that 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 bid, 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. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

(or attach as an exhibit if more appropriate)

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or

encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

11.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of

\$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided

shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:
- | | |
|---|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| Each Occurrence | \$1,000,000 |
| Project Aggregate | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |
- B. Endorsements Required:
- City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability

11.11.3 BUSINESS AUTOMOBILE LIABILITY

- A. Limits of Liability:
- | | |
|---|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| All Autos used in completing the contract | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$1,000,000 |
- B. Endorsements Required:
- Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

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

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000

City of Fort Lauderdale included as an Additional Insured

- 11.11.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with

new or renewed certificates that cover the contractual period, the CITY shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.
- B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's

staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or

person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. . BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: City Engineer
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5772

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

 City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301

Telephone : (954) 828-5037

CONSULTANT: _____

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

11.31 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. 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 (2013), 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 been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:.

CITY:

CITY OF FORT LAUDERDALE, a
Florida municipality

ATTEST:

JEFFREY A. MODARELLI
City Clerk

By _____
CHRISTOPHER J. LAGERBLOOM ICMA-CM,
City Manager

(CORPORATE SEAL)

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

(Witness print name)

By _____

Name: _____

Title: _____

(Witness print name)

ATTEST:

By _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ as _____ for _____ a Florida corporation.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification_____
Type of Identification Produced _____

EXHIBIT "A"**SCOPE OF SERVICES**

The CONSULTANT shall perform the following professional services related to a contract for _____ consultant services and shall include the following services:

EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS FOR ADDITIONAL SERVICES

ADDENDUM NO. 1

RFQ No. 12464-416

TITLE: CCNA – Professional Services Library, Continuing Services Contract

ISSUED: January 20, 2021

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

1. Section III, Scope of Services, *3.4 Professional Categories*,
DELETE 14.0 General Mechanical Engineering in its entirety and restate the numbering as follows:

~~15.~~**14.0** General Computer Science

~~16.~~**15.0** Landscaping Architecture

~~17.~~**16.0** Land Use Planning

~~18.~~**17.0** Value Engineering [Identify Discipline or Area of Expertise]

~~19.~~**18.0** Cost Estimating Including Life Cycle Costing [Identify Discipline or Area of Expertise]

20.19.0 Miscellaneous

2. Section IV, Submittal Requirements, 4.2.5 References,

CHANGE FROM:**4.2.5 References**

Firms must provide a minimum of three (3) and a maximum of six (6) completed project references, including the professional's responsibilities in connection with each project, the services provided, and enough information to evaluate the project's scope and complexity; preferably government agencies, for projects with similar scope as listed in this RFQ for each category of work requesting pre-qualification.

Project references may not be more than ten (10) years old from the date of completion.

Ongoing projects may not be considered. Project references should **not be** duplicated within the **same** category unless the project is multi-disciplined.

CHANGE TO:

4.2.5 References

Firms must provide a minimum of three (3) and a maximum of six (6) completed project references, including the professional's responsibilities in connection with each project, the services provided, and enough information to evaluate the project's scope and complexity; preferably government agencies, for projects with similar scope as listed in this RFQ for each category of work requesting pre-qualification.

Project references **may not** be more than ten (10) years old from the date of completion.

Project references should **not be** duplicated within the **same** category unless the project is multi-disciplined.

3. **Delete in its entirety the pdf CCNA Professional Services Library-Proposal Reference Form** and replace with Addendum NO. 1 - RFQ 12464-416 CCNA Professional Services Library Proposal Reference Form Excel spreadsheet.
NOTE: Change in header title from Employee Name (EOR) to Employee Name (Qualifying Agent), and addition to header title from Registration No. to Registration/License No.

All other terms, conditions, and specifications remain unchanged.

Penelope Burger,
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2

RFQ No. 12464-416

TITLE: CCNA – Professional Services Library, Continuing Services Contract

ISSUED: January 26, 2021

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

1. Section III, Scope of Services, *3.4 Professional Categories*,

Clarification to 3.0 Water and Wastewater Systems:

- 3.05 Design **Waste Water**
- 3.06 Operations **Waste Water**
- 3.07 Maintenance **Waste Water**

- 3.09 Design **Water**
- 3.10 Operations **Water**
- 3.11 Maintenance **Water**

Section 19, Miscellaneous, restate the numbering as follows:

19.0 Miscellaneous

- 19.01 Building Performance
- 19.02 Building Inspections
- 19.03 Engineering Management
- 19.04 Operations Assessment
- 19.05 Infrastructure Planning
- 19.06 General Consulting Services in Utilities, Public Works and Engineering
- 19.07 ADA Compliance
- 19.08 Parks and Open Space
- 19.09 Grants
- 19.10 Permitting

2. **Delete** in its entirety Addendum N0. 1 CCNA Professional Services Library-Proposal Reference Form Excel spreadsheet **and replace with Addendum N0. 2 RFQ 12464-416 CCNA Professional Services Library Proposal Reference Form Excel spreadsheet 1.26.21.**

NOTE: Inclusion of Miscellaneous categories in project category drop down menu.

All other terms, conditions, and specifications remain unchanged.

Penelope Burger,
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #RFQ 12464-416 - CCNA-Professional Services Library, Continuing Services Contract

Overall Bid Questions

Question 1

Are subconsultants typically required of a category's task orders, i.e. survey and geotechnical for Water and Wastewater Systems projects, required to be submitted in our SOQ at this time? (Submitted: Jan 5, 2021 11:40:58 AM EST)

Answer

- The Request For Qualification (RFQ), Section III, Scope of Services is requesting professional qualifications from any professionals desiring to participate in any one of the numerous professional categories. Consultants are to read the solicitation in its entirety. No prime/sub teams. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 2

If the design portion of a relevant design-build project is completed, can it be utilized as a reference project if construction is ongoing? (Submitted: Jan 5, 2021 11:44:59 AM EST)

Answer

- No. Per Section IV Submittal Requirements, 4.2.5 References, Firms must provide completed project references. (Answered: Jan 20, 2021 3:01:00 PM EST)

Question 3

Are firms limited to three (3) categories? (Submitted: Jan 5, 2021 1:02:49 PM EST)

Answer

- The RFQ, Section III, Scope of Services, 3.4 Professional Categories - A firm may qualify for inclusion in more than one category in the library of services, however, an individual firm maybe limited to being included in no more than three pool categories. The City reserves the right to determine pool membership in order to ensure equitable work distribution among pool members. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 4

The RFQ states "The City prefers that proposals be no more than 25 pages double-sided in one complete pdf document." Can the City clarify if this refers to 25 sheets (50 pages) or just 25 pages? 25 pages makes difficult to fit all the information requested in the RFQ, including the Forms. (Submitted: Jan 5, 2021 2:06:45 PM EST)

Answer

- 25 sheets, double sided. Mandatory forms are NOT included in this count. (Answered: Jan 22, 2021 6:52:40 PM EST)

Question 5

The RFQ asks for S/M/WBE certifications in both Sections 4.2.4 Firm Qualifications and Experience and 4.2.6 Disadvantaged Business Enterprise. In which section would the City like these certificates placed? (Submitted: Jan 5, 2021 4:24:48 PM EST)

Answer

- Section 4.2.4 does not ask for the certification, it asks that you "indicate". The RFQ, Section IV, Submittal Requirements, 4.2.6 Disadvantaged Business Enterprise - If your firm is a Disadvantage Business Enterprise, is a Small Business Enterprise, or a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). Consultants are advised to read the RFQ in its entirety. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 6

The RFQ asks for the "notarized Professional Services Library Proposal Reference Form" in Sections 4.2.4 Firm Qualifications and Experience and 4.2.7 Required Forms, but does not ask for it in Section 4.2.5 References.

- a) In which section would the City like the Professional Services Library Proposal Reference Form placed?
- b) Does the City want representative projects to be submitted in Section 4.2.5 References? If not, in which section do you want projects submitted? (Submitted: Jan 5, 2021 4:28:47 PM EST)

Answer

- A fillable Proposal Reference Form excel spreadsheet has been uploaded as Addendum NO. 1. You may include that filled in spreadsheet in Section 4.2.5 References. (Answered: Jan 21, 2021 5:59:07 PM EST)

Question 7

We are limited to selecting only three categories to submit on or are firms only going to be awarded up to three categories? (Submitted: Jan 6, 2021 9:59:39 AM EST)

Answer

- Submit for the categories (maximum 3) that you consider to be one(s) that you will be most qualified for (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 8

We are a large and established multidisciplinary firm qualified in numerous professional services. We would like to submit on multiple service categories. Please explain the City's process for selection of pool categories, should the City choose to limit respondents to a maximum of three categories per firm? (Submitted: Jan 7, 2021 8:34:47 AM EST)

Answer

- Selection is based on Firms ability to convey and prove its qualifications in its chosen submitted pool categories. A firm may qualify for inclusion in more than one category in the library of services, however, an individual firm maybe limited to being included in no more than three pool categories. The City reserves the right to determine pool membership in order to ensure equitable work distribution among pool members. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 9

Please confirm that forms and insurance requirements for Section 4.2.7 are excluded from the 25 double-sided page count? (Submitted: Jan 7, 2021 8:35:00 AM EST)

Answer

- Forms listed in Section 4.2.7 Required Forms, and insurance certificates are excluded from the 25 double-sided page count. (Answered: Jan 20, 2021 3:55:47 PM EST)

Question 10

GIS is a subcategory of 6.0 – Surveying and Mapping. We have a standalone GIS practice with local staff, could our firm only submit on 6.06 Geographic Information? (Submitted: Jan 7, 2021 8:35:11 AM EST)

Answer

- Yes, please submit your qualifications. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 11

In Section 2.18 Payment Method - Can the City utilize alternate payment methods such as payment via wire transfer? (Submitted: Jan 7, 2021 5:09:20 PM EST)

Answer

- P-Card is the City method of payment. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 12

4.2.4 Firm Qualifications and Experience states that "Consultants shall have been in continuous practice for a minimum of the immediate past ten (10) years". We assume this means the firm and not the Principals of the firm. If it is the firm and not the individual owners, would the City consider reducing this requirement to eight (8) years instead of ten (10)? (Submitted: Jan 7, 2021 5:13:45 PM EST)

Answer

- It is for firms with 10 years of experience in providing services in the interested discipline. Given the nature and complexity of the City projects, we would not be able to reduce the requirement to less than 10 years. (Answered: Jan 22, 2021 6:11:47 PM EST)

Question 13

Does the City have a SBE/DBE/CBE utilization goal for this contract? Will the City give extra points to DBE/MBE firms or non-DBE firms with that include DBE firms as part of the team with a commitment to a certain percentage of the contract? (Submitted: Jan 7, 2021 5:19:04 PM EST)

Answer

- There are no SBE/DBE/CBE utilization goal, however, there is Section III, Scope of Services, 3.6 CITY OF FORT LAUDERDALE DISADVANTAGED BUSINESS ENTERPRISE or DBE, PILOT INITIATIVE PROGRAM and to meet MBE goals under Fl. Statute 287.09451.
This is a Request for Qualifications, see answer to question 1. This solicitation is not for Firms with Subs. Strictly for Firms only. (Answered: Jan 20, 2021 3:55:47 PM EST)

Question 14

It is understood that the SOQ should be focused on experience and qualifications of the Prime. Please clarify, however, if the City would like to see a list of potential subconsultants included in the SOQ that may provide support to the Prime in specialty areas or if there is no need to include any subconsultants at this point. (Submitted: Jan 7, 2021 5:21:53 PM EST)

Answer

- It is not understood that the Statement of Qualification is focused on the Prime. The Request For Qualification (RFQ), Section III, Scope of Services is requesting professional qualifications from professionals desiring to participate in any one of the numerous professional categories. No where in the Scope of Service, is a written request for any Prime_Team partnering. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 15

Under Section 3.4: Professional Categories, the RFQ states that an individual firm may be limited to being

included in no more than three pool categories. Do sub-categories count in this total? For example, if we pursue Transportation (1.0), with subcategories 1.03 Aviation, 1.04 Port and 1.05 Rail, would that count as three pool categories or one? (Submitted: Jan 7, 2021 5:24:22 PM EST)

Answer

- No, A sub-category 1.03 Aviation; 1.04 Port; 1.05 Rail; is just that, sub-category to the main category 1.0 transportation and would be considered one (1) category. (Answered: Jan 22, 2021 6:11:47 PM EST)

Question 16

Under Section 3.4 Professional Categories: Is it acceptable for a firm to submit on more than three pool categories, with the assumption that we would only be chosen for three? (Submitted: Jan 7, 2021 5:26:16 PM EST)

Answer

- No - Submit for the categories (maximum 3) that you consider to be one(s) that you will be most qualified for. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 17

To further clarify the question regarding Section 4.2 - does the 25 page limit include the cover sheet, cover letter, table of contents and forms or does it only apply to the firm qualification and experience section? If submitting on multiple pool categories, does the 25 page limit pertain to each category or to the overall submittal, regardless of number of categories pursued? (Submitted: Jan 7, 2021 5:28:52 PM EST)

Answer

- The 25 page double sided preference does include the cover sheet, letter, table of content, firm qualification and experience section. It does not include the required forms listed in Item 4.2.7 Required Forms. If you are responding to one category, instructions are as written. If responding to two categories, same instructions are applicable, and so forth. City is looking for logical, reasonable, submittals that convey your qualifications. The City preference for multiple category submittal is that each category should have its own separate submittal package. For example Company X
2.0 Highway Systems
6.01 Surveying Land (Answered: Jan 22, 2021 6:23:48 PM EST)

Question 18

Section 4.2 Is an organization chart desired for each pool category of work to be pursued? (Submitted: Jan 7, 2021 5:31:22 PM EST)

Answer

- This appears to be a means and method determination left up to firms. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 19

Section 4.2.5 References - Please confirm whether the maximum number of completed project references (minimum 3; 6 maximum) is per category or for the overall SOQ package (all categories combined). (Submitted: Jan 7, 2021 5:33:52 PM EST)

Answer

- Yes, Firms must provide a minimum of three and a maximum of six completed project references per category. (Answered: Jan 25, 2021 6:47:32 PM EST)

Question 20

In regard to the downloadable PDF of the CCNA - PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM, while you are able to type in the boxes, the boxes on the form do not expand to accommodate the 5-7 sentence project description, for example. Could you provide a Word version of this table that would more readily accommodate the information that is requested? (Submitted: Jan 7, 2021 5:49:22 PM EST)

Answer

- A fillable excel Proposal Reference Form spreadsheet was provided in Addendum NO. 1 for proposers use.

(Answered: Jan 20, 2021 4:36:52 PM EST)

Question 21

Under the Professional categories section 3.4, No. 13 is referenced for MEP Engineering. There is also Category No. 14 Mechanical Engineering. Is it the cities intent to have a separate category for Mechanical Engineering only.

(Submitted: Jan 8, 2021 10:04:16 AM EST)

Answer

- No. See Addendum NO. 1. (Answered: Jan 20, 2021 4:46:33 PM EST)

Question 22

The Local Business Preference (LBP) Form & E-Verify Affirmation Statement are online forms submitted through BidSync, however the RFQ instructs proposers to insert them in Section 4.2.7 Required Forms. Does the City want these forms duplicated in the PDF submission upload? (Submitted: Jan 8, 2021 10:07:19 AM EST)

Answer

- Item 4.2.7 Required Forms, is a listing of solicitation forms intended to assist proposers not familiar with the City's forms. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 23

If we apply for a Category, do we have to apply for all the subcategories? How will firms be scored/selected if they don't perform all the subcategory services in a category? (Submitted: Jan 8, 2021 10:17:35 AM EST)

Answer

- In this situation, the Firm should convey its abilities and qualifications in the category_subcategory they are most experienced in. See Section V - Pre-Qualification Award. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 24

How many firms will be selected for each category? (Submitted: Jan 8, 2021 10:19:09 AM EST)

Answer

- There are no pre-determined numbers, pre-qualification will be based on the submitted proposed qualifications received. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 25

4.2.6 Disadvantaged Business Enterprise: Are all MBE, SBE & DBE firms to submit "accountant agency statement of the number of Firm's full time staff employees, attested on the accountant's letterhead" or just firm's applying as a DBE? (Submitted: Jan 8, 2021 10:30:52 AM EST)

Answer

- This applies to Firms participating in Section III, Scope of Services, 3.6 CITY OF FORT LAUDERDALE DISADVANTAGED BUSINESS ENTERPRISE or DBE, PILOT INITIATIVE PROGRAM. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 26

Is the submittal due date the same as the bid opening date of 2/8/2021? (Submitted: Jan 11, 2021 8:25:00 AM EST)

Answer

- The bid due date is February 8, 2021 at 2pm EST. The Bid opening date is February 8, 2021 at 2pm EST. (Answered: Jan 20, 2021 4:51:13 PM EST)

Question 27

In section 4.2.5 (References), does "Completed Project" imply that construction is complete, or that the design phase for the referenced project has been completed? (Submitted: Jan 11, 2021 8:25:16 AM EST)

Answer

- Completed project means the whole project is completed. (Answered: Jan 20, 2021 4:51:13 PM EST)

Question 28

Are we to submit resumes only for the "Qualifiers" for each project? (Submitted: Jan 11, 2021 10:16:45 AM EST)

Answer

- Yes, the solicitation requests a resume for each qualifying agent and a comprehensive summary of experience and qualification for project managers. See answer to question 31. (Answered: Jan 25, 2021 6:54:07 PM EST)

Question 29

Section III, Scope of Services states that "A firm may qualify for inclusion in more than one category in the library of services; however, an individual firm may be limited to being included in no more than three pool categories." Based on this, does the City encourage participation in multiple disciplines, or should we limit our response to our top 3? (Submitted: Jan 11, 2021 10:59:13 AM EST)

Answer

- See answer to question 16 above. (Answered: Jan 25, 2021 6:13:12 PM EST)

Question 30

Can the City clarify what "qualifying agent" means? Does it refer to Project Manager? (Submitted: Jan 11, 2021 11:03:08 AM EST)

Answer

- Qualifying agent is one who qualifies the engineering firm and has the requisite experience either directly or through other engineering staff in the category consideration is being sought (Answered: Jan 22, 2021 6:36:07 PM EST)

Question 31

Section 4.2.4 states to "Provide a resume for each of the qualifying agents listed on the Professional Services Library Proposal Reference Form." Are we allowed to submit resumes for other staff or should we only provide resumes for the qualifying agents or PMs listed in the Reference Form? (Submitted: Jan 11, 2021 11:03:31 AM EST)

Answer

- Resumes of non-engineering staff are not required. (Answered: Jan 22, 2021 6:36:07 PM EST)

Question 32

The Proposal Reference Form asks for Employee Name (EOR) for each referenced project. Is the Employee Name (EOR) the same as the Qualifying Agent? (Submitted: Jan 11, 2021 11:03:54 AM EST)

Answer

- See Addendum NO. 1, this question is no longer applicable. (Answered: Jan 20, 2021 4:56:23 PM EST)

Question 33

Section 4.2 of the RFQ states "The City prefers that proposals be no more than 25 pages double-sided in one complete pdf document." As this is an electronic submittal in BidSync, a 25-page double-sided pdf file would be 50 printed pages. Please confirm that your requirement is for 25-page double-sided printed pdf file. (Submitted: Jan 11, 2021 11:18:43 AM EST)

Answer

- Yes, the City preference is for 25 pages double sided printed pdf. (Answered: Jan 25, 2021 6:13:12 PM EST)

Question 34

Per the attached RFP are you looking for specific categories rather than teaming? (Submitted: Jan 11, 2021 11:24:30 AM EST)

Answer

- Per Section III, Scope of Services, see 3.4 Professional Categories. (Answered: Jan 11, 2021 11:25:16 AM EST)

Question 35

Please clarify if page count includes resumes. (Submitted: Jan 11, 2021 11:29:34 AM EST)

Answer

- Yes. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 36

Do resumes need to be in SF330 format? (Submitted: Jan 11, 2021 11:29:48 AM EST)

Answer

- No. The solicitation is not requesting resumes in SF330 format. The Proposal Reference Form has a Note to include a one-page resume for each professional listed above. (Answered: Jan 21, 2021 6:08:26 PM EST)

Question 37

Section 1.5 Point of Contact indicates an "RFQ Schedule" but none was provided in the RFQ, Can a schedule please be provided? (Submitted: Jan 11, 2021 11:30:39 AM EST)

Answer

- Bidders downloading bids from Bidsync receive the schedule as part of the bid. You may also view online the bid

announcement and schedule on Bidsync at www.bidsync.com (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 38

Do we need to have to have a CCNA qualification for the city of Fort Lauderdale? We have a CCNA in the categories required for this project from other cities, will this be acceptable or will we need one specifically for Fort Lauderdale? (Submitted: Jan 11, 2021 3:22:56 PM EST)

Answer

- Yes, to be considered for participation into the City of Fort Lauderdale pool of CCNA Professional Services Library, a Firm must submit qualification in response to the City of Fort Lauderdale RFQ 12464-416 before the deadline. The City intends to pre-qualify its own pool of consultants and therefore will not rely on other cities contracts. (Answered: Jan 20, 2021 5:19:23 PM EST)

Question 39

Do consultants submit one proposal are provide information/qualifications for all the categories it is applying for? (Submitted: Jan 12, 2021 8:47:35 AM EST)

Answer

- See answer to question 60. (Answered: Jan 25, 2021 7:10:04 PM EST)

Question 40

Please confirm that no paper copies are to be submitted. The proposal is only through Bidsync. Thanks you. (Submitted: Jan 12, 2021 8:48:54 AM EST)

Answer

- No paper copies are to be submitted. Proposals are to be submitted electronically through BidSync. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 41

Is there an MBE/WBE utilization goal percentage for this contract? (Submitted: Jan 12, 2021 11:09:28 AM EST)

Answer

- No. (Answered: Jan 20, 2021 5:19:23 PM EST)

Question 42

The RFP instructs Offerors to summarize the key elements of the SOQ in their Executive Summary. Could you please elaborate and describe those key elements? (Submitted: Jan 12, 2021 1:04:34 PM EST)

Answer

- Offers are to read the solicitation in its entirety to determine their responses to best summarize their qualifications. (Answered: Jan 19, 2021 6:31:52 PM EST)

Question 43

Section 1.1 states that the The city of Fort Lauderdale is seeking experience and licensed firm to provide a variety of services. Architecture is listed as an example of one of those services.

Yet in Section 3.1 it states " The City of Fort Lauderdale is seeking proposal from qualified and experience

ENGINEERING firms " can we apply as a full service architecture firm. Thank you. (Submitted: Jan 12, 2021 2:29:51 PM EST)

Answer

- Read Section 3.4 Professional categories. (Answered: Jan 20, 2021 5:43:37 PM EST)

Question 44

Will tabs, table of content, and covers count towards the 25 page limit? (Submitted: Jan 13, 2021 9:30:43 AM EST)

Answer

- Yes, tabs, table of content, and covers count towards the preferred no more than 25 pages double sided pdf limit. (Answered: Jan 22, 2021 6:11:47 PM EST)

Question 45

Is the City looking for a team to cover all of the services listed in the solicitation? Or should we submit a proposal only for the categories that our firm qualifies? (Submitted: Jan 13, 2021 9:43:03 AM EST)

Answer

- No, see answer to question 1.
Yes, see answer to question 7. (Answered: Jan 20, 2021 5:47:54 PM EST)

Question 46

If we are submitting for 8.0 Architecture do we need to include subconsultants such as civil, MEP, structure etc. or will the City utilize firms from the CCNA Library? (Submitted: Jan 13, 2021 10:27:54 AM EST)

Answer

- No, MEP, Structure, etc., and other consultants wishing to participate must respond and submit their own qualifications to this RFQ. (Answered: Jan 22, 2021 6:51:03 PM EST)

Question 47

Can a firm prime this RFP as well as be a subconsultant on other teams? (Submitted: Jan 13, 2021 10:53:06 AM EST)

Answer

- No, see answer to question 1. (Answered: Jan 20, 2021 5:55:42 PM EST)

Question 48

The Local Business Preference (LBP) Form & E-Verify Affirmation Statement are online forms submitted through BidSync. Our Bidsync account is not associated to the authorized signatory. Is it ok to submit with a typed name through Bidsync and include the signed copy in the pdf submittal with the authorized signature. (Submitted: Jan 13, 2021 11:38:03 AM EST)

Answer

- Please contact Periscope formerly BidSync for an answer.

<https://www.periscopeholdings.com/s2g>
S2G@periscopeholdings.com

800-990-9339 (Answered: Jan 20, 2021 6:09:11 PM EST)

Question 49

Can we add additional pages to the PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM to include more qualifiers? (Submitted: Jan 13, 2021 11:39:03 AM EST)

Answer

- No, see answer to question 6. Proposals should seek to avoid information in excess of that requested. (Answered: Jan 20, 2021 6:09:11 PM EST)

Question 50

Is only one qualifier required for each category? Or does the city prefer multiple? (Submitted: Jan 13, 2021 11:39:57 AM EST)

Answer

- One qualifier with demonstrated experience in the category or discipline should be sufficient. (Answered: Jan 22, 2021 6:36:07 PM EST)

Question 51

The PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM is asked for in 2 sections (Section 4.2.4 Firm Qualifications and Experience and Section 4.2.7 Required Forms). Can you specify in which section it is required? (Submitted: Jan 13, 2021 11:43:18 AM EST)

Answer

- See answer to question 6. (Answered: Jan 20, 2021 6:15:52 PM EST)

- Correction, you may include the Proposal Reference Form under 4.2.5 References. (Answered: Jan 21, 2021 2:11:17 PM EST)

Question 52

Does the City currently have a contract like this in place? If so, who are the incumbents? (Submitted: Jan 13, 2021 12:39:33 PM EST)

Answer

- No. (Answered: Jan 20, 2021 6:15:52 PM EST)

Question 53

Per Section 3.4 Professional Categories: "The City's Department requesting professional services shall have the discretion of defining and interpreting the scope that will fall under each of these broad categories. A firm may qualify for inclusion in more than one category in the library of services, however, an individual firm may be limited to being included in no more than three pool categories. The City reserves the right to determine pool membership in order to ensure equitable work distribution among pool members."

- a. Will the City be limiting firms to three pool categories? Is there a chance that a firm could be selected for more than three pool categories?
- b. When submitting, should proposers focus on three categories only, or should proposers submit under all categories they can provide services under?
- c. How many firms is the City planning to select in each category?
- d. Can you share the evaluation criteria for these categories with us? (Submitted: Jan 13, 2021 12:40:07 PM EST)

Answer

- a. An individual Firm maybe limited to being included in no more than three pool categories. It is undetermined at this moment if any firm could be selected for more than three pool categories.
- b. Submit for the categories (maximum 3) that you consider to be one(s) that you will be most qualified for. It is the City's preference to submit separate proposal content in one PDF document, identify each category, and upload as usual into Bidsync.
- c. At the moment, there are no pre-determined numbers.
- d. See Section V, Pre-Qualification Award. (Answered: Jan 26, 2021 4:31:00 PM EST)

Question 54

Will the City reconsider requiring credit card payments if we offer an ACH payment method? (Submitted: Jan 13, 2021 4:22:22 PM EST)

Answer

- No, see answer to question 11. (Answered: Jan 21, 2021 11:08:37 AM EST)

Question 55

Upon review of (4.2.5 References), would the City consider allowing ongoing continuing service contracts as a reference, since there are several work orders typically provided under these types of contracts that are considered "completed within the past 10 years?" As you know, continuing service contracts contain numerous tasks that are very similar in nature to the services desired by the City, and these contracts may have a duration of five years. This limitation could significantly reduce the number of creditable similar contract experience references and/or will provide the City with older references given the five-year time frame. (Submitted: Jan 14, 2021 8:41:13 AM EST)

Answer

- No. See Addendum NO. 1. (Answered: Jan 20, 2021 6:29:46 PM EST)

Question 56

Upon review of (4.2.5 References), would the City consider allowing ongoing in-house (adjunct) services that do not have an end date to be considered, since many of the assignments are considered "completed within the last 10 years?" (Submitted: Jan 14, 2021 8:42:11 AM EST)

Answer

- No. See Addendum NO. 1. (Answered: Jan 20, 2021 6:29:46 PM EST)

Question 57

Would the City consider providing answers to questions earlier than January 25th? Several questions provided are associated with major elements of the package contents and require significant lead time to prepare, including:

- If subconsultants are needed to cover all subcategories under a category;
- The max number of categories vs. subcategories that firms can submit for; and
- Page limit clarifications

If not, would the City consider extending the Feb. 8th deadline? (Submitted: Jan 14, 2021 8:44:00 AM EST)

Answer

- See answer to question 1.
- See answer to question 3. It is the City's preference to submit separate proposal content into one PDF document,

identify each category, and upload as usual into Bidsync.
See answer to question 4. (Answered: Jan 26, 2021 5:21:53 PM EST)

Question 58

Who are the current holders of this contract? (Submitted: Jan 14, 2021 12:36:26 PM EST)

Answer

- This the first pre-qualification pool of professional services library. (Answered: Jan 25, 2021 6:59:19 PM EST)

Question 59

Does the prime consultant need to provide services for all sub-categories within a category in which to submit on that category? (Submitted: Jan 14, 2021 2:17:58 PM EST)

Answer

- It is recommended that Consultant submit for sub-categories within a category that you consider to be the one(s) that you will be most qualified for. (Answered: Jan 25, 2021 6:59:19 PM EST)

Question 60

Is it required to submit separate proposals for each discipline? (Submitted: Jan 14, 2021 2:18:57 PM EST)

Answer

- For clarity, it is the City's preference to submit separate proposal content in one PDF document, identify each category, and upload as usual into Bidsync. (Answered: Jan 25, 2021 7:08:44 PM EST)

Question 61

Is the 25 page limit for each discipline or for the entire proposal? (Submitted: Jan 14, 2021 2:19:37 PM EST)

Answer

- See answer to question 79. (Answered: Jan 26, 2021 5:32:13 PM EST)

Question 62

Can we bring subconsultants to our team, for example geotechnical engineer or surveyor to provide the full services to the City on Water and Wastewater Projects? (Submitted: Jan 14, 2021 2:21:17 PM EST)

Answer

- See answer to question 1. (Answered: Jan 20, 2021 5:43:37 PM EST)

Question 63

Can subconsultant experience used for 4.2.5 References? (Submitted: Jan 15, 2021 3:04:38 PM EST)

Answer

- No. See answer to question 1. (Answered: Jan 20, 2021 7:02:51 PM EST)

Question 64

The Proposal Reference Form asks for Employee Name (EOR) for each reference project. Will the City recognize

the Project Manager, who was in responsible charge of the project, as the qualifying agent instead of the EOR who is no longer with the firm?. (Submitted: Jan 15, 2021 4:22:25 PM EST)

Answer

- See Addendum NO. 1. No, the City will not recognize the Project manger as the qualifying agent. (Answered: Jan 20, 2021 7:02:51 PM EST)

Question 65

Does the Prime need to cover all subcategories? or can they be provided by a subconsultant? (Submitted: Jan 17, 2021 7:56:04 PM EST)

Answer

- See answer to question 59 and answer to question 1. (Answered: Jan 27, 2021 8:58:05 AM EST)

Question 66

Do we need to submit 1 proposal per category? (Submitted: Jan 17, 2021 7:56:32 PM EST)

Answer

- It is the Citys preference to submit separate proposal content into one PDF document, identify each category, and upload as usual into Bidsync. (Answered: Jan 27, 2021 9:10:08 AM EST)

Question 67

Can we use 11x17 page size? Will that count as 2 pages? (Submitted: Jan 17, 2021 7:56:59 PM EST)

Answer

- No (Answered: Jan 22, 2021 6:11:47 PM EST)

Question 68

Are the references 3 per category? So if you submit for 3 categories do you submit 9? (Submitted: Jan 17, 2021 7:57:57 PM EST)

Answer

- Yes. See Addendum NO. 1 fillable Proposal Reference Form. (Answered: Jan 20, 2021 7:10:45 PM EST)

Question 69

Please advise if questions will be answered soon or after the 25th? Of concern, is all the pending questions that may determine teaming and proposal preparation and the time left to due date. Thank you (Submitted: Jan 18, 2021 8:35:13 AM EST)

Answer

- See system notifications. (Answered: Jan 20, 2021 7:20:28 PM EST)

Question 70

Can i recreate the Proposal Reference form so there is room to supply the information more legibly that the form allows. Or am I required to use the form as is? (Submitted: Jan 18, 2021 12:07:15 PM EST)

Answer

- No need to, see answer to question 68 above. (Answered: Jan 20, 2021 7:14:46 PM EST)

Question 71

Is the City wanting a Team per service category or a firm that can provide all services within the chosen "category/Discipline" ? (Submitted: Jan 18, 2021 12:09:10 PM EST)

Answer

- See answer to question 1 above. (Answered: Jan 20, 2021 7:14:46 PM EST)

Question 72

For the PRIME CONTRACTOR IDENTIFICATION FORM, can the fields for "Anticipated amount to be subcontracted on this project." and "Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project." be entered as TBD since we do not what the scopes of future Task Orders will be? (Submitted: Jan 19, 2021 9:00:49 AM EST)

Answer

- Yes, TBD would be reasonable. (Answered: Jan 27, 2021 9:26:44 AM EST)

Question 73

RFQ 12464-416 CCNA - PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM does not expand, limiting the information we would like to provide. Are we allowed to recreate the table or will a Word Doc. version be provided. Please advice. (Submitted: Jan 19, 2021 12:04:02 PM EST)

Answer

- See Addendum NO. 1 (Answered: Jan 20, 2021 7:20:28 PM EST)

Question 74

On the Contract Payment Method by P-Card form (page 30) it states: "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 the contract term, or contract award by the City."

Is the City no longer making payments by check? Will selected vendors be required to receive payments by P-Card, or are other payment options available? (Submitted: Jan 19, 2021 1:28:05 PM EST)

Answer

- As stated in the solicitation, payment is by P-Card. (Answered: Jan 21, 2021 5:00:34 PM EST)

Question 75

Do we include resumes for all key staff or only for those listed as a Qualifier on the Proposal Reference Form? (Submitted: Jan 19, 2021 3:22:40 PM EST)

Answer

- See answer to above question 31 (Answered: Jan 22, 2021 6:36:07 PM EST)

Question 76

On the Proposal Reference Form, there is a column for "Employee Name (EoR)" – please confirm that a Professional Surveyor and Mapper can be listed for survey work. (Submitted: Jan 19, 2021 3:22:56 PM EST)

Answer

- See Addendum NO. 1 (Answered: Jan 20, 2021 7:20:28 PM EST)

Question 77

Is there established grading criteria for the proposal? If so, will the City publish it? (Submitted: Jan 19, 2021 3:23:44 PM EST)

Answer

- See Section V Pre-Qualification Award (Answered: Jan 27, 2021 9:28:43 AM EST)

Question 78

During the Virtual Networking CIP Meeting, it was mentioned that the City was interested in Consultants, not Prime/Subs for this solicitation. For pipeline design work, we will need to have in our team land surveyors and geotechnical consultant. Does the City wants to see these subs now as part of our proposal? Please clarify. (Submitted: Jan 19, 2021 4:36:23 PM EST)

Answer

- No. The solicitation has categories for Surveying and Mapping and Foundation, Soils and Material Testing. All Firms must independently submit their own qualifications. (Answered: Jan 20, 2021 9:20:53 AM EST)

Question 79

During the Virtual Networking CIP Meeting, it was mentioned that if consultants want to be considered for 3 different categories, the City was expecting the consultants to submit 3 different proposals (25 pages for each category). If a firm is interested in 3 categories, is the City expecting 3 different proposals? Please Clarify. (Submitted: Jan 19, 2021 4:41:10 PM EST)

Answer

- Yes, it is the City's preference to submit separate proposal content into one PDF document, identify each category, and upload as usual into Bidsync. Proposals should seek to avoid information in excess of what is applicable for each category, must be concise, and must specifically address the issues of this RFQ. (Answered: Jan 27, 2021 9:38:35 AM EST)

Question 80

Should we submit a separate 25 page pdf for each of the 3 categories we select? (Submitted: Jan 20, 2021 8:22:44 AM EST)

Answer

- Yes, the preference is for separate 25 pages double sided proposal for each category. (Answered: Jan 21, 2021 7:01:29 PM EST)

Question 81

We understand the city mentioned yesterday in the CIP meeting that responses would be 25 pages per category rather than 25 pages total. If we are to prepare three separate proposals instead of one, will the city respectfully consider extending the deadline to allow for sufficient time?

Also, are the 25 pages referenced here actually 50 double-sided? As this is an electronic submittal, we were not sure if that direction still applies. (Submitted: Jan 20, 2021 8:43:55 AM EST)

Answer

- There will be no time extension. See answer to question 79 and question 80 above. (Answered: Jan 27, 2021 10:03:26 AM EST)

Question 82

Are the required forms to be counted as part of the 25 page limit? (Submitted: Jan 20, 2021 1:19:30 PM EST)

Answer

- Required forms are not included in the 25 page double sided count. (Answered: Jan 21, 2021 6:55:08 PM EST)

Question 83

Can we submit project sheets in addition to the "reference projects"? (Submitted: Jan 20, 2021 1:23:48 PM EST)

Answer

- While you may choose to submit project sheets in addition, these sheets will be included in page count. Proposals should seek to avoid information in excess of that requested, must be concise, and specifically address the issue. (Answered: Jan 22, 2021 6:18:53 PM EST)

Question 84

RFQ states the Executive Summary should be limited to 2-pages. Can the Executive Summary be double-sided, with a total of four pages? (Submitted: Jan 20, 2021 2:21:49 PM EST)

Answer

- Single sheet, double sided. (Answered: Jan 22, 2021 6:25:08 PM EST)

Question 85

Regarding RFQ Item: 2.11.4 Insurance Certificate Requirements, f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation., (p. 7);

Our Professional Liability policy does not allow clients to be listed as additional insured. It is our understanding is that no Professional Liability policy will allow third parties to be additional insured. Is the City is requesting to be listed as additional insured on firms Professional Liability policies? (Submitted: Jan 20, 2021 2:55:09 PM EST)

Answer

- No, the City is not requesting to be named as an additional insured on the Professional Liability. (Answered: Jan 27, 2021 10:06:35 AM EST)

Question 86

Considering the page limit, can we provide 2 qualifier resumes per page? (Submitted: Jan 20, 2021 3:24:29 PM EST)

Answer

- Assuming the question is in reference to the Proposal Reference Form note, include 1 page resume per qualifier.

(Answered: Jan 25, 2021 5:36:52 PM EST)

Question 87

Are the pool of categories considered 1.0, 2.0, 3.0, etc. and the subcategories are a part of the main category or is the pool considered every single number (2.0, 2.01, 3.02, 4.03)?

Thank you (Submitted: Jan 20, 2021 3:37:37 PM EST)

Answer

- The intent is that the categories are considered 1.0, 2.0, 3.0, etc. and the subcategories 1.01, 1.02, etc. are a part of the main category. (Answered: Jan 21, 2021 6:37:55 PM EST)

Question 88

Some part of excel form as part of addendum 1 is unreadable. Is it possible to have unlock excel form as part of addendum 1 (Submitted: Jan 20, 2021 8:28:08 PM EST)

Answer

- No, you have to provide specifics as to what part or parts of form is unreadable. (Answered: Jan 21, 2021 8:18:56 AM EST)

Question 89

Can we request qualification for only one category? (Submitted: Jan 20, 2021 8:53:49 PM EST)

Answer

- Yes, submit your qualification. (Answered: Jan 21, 2021 8:17:16 AM EST)

Question 90

Does the City consider a qualifier per individual main category (i.e. Category 1 - Transportation)? Or should we submit multiple qualifiers that includes all sub-categories (1.01 Urban Area and Regional Transportation, 1.02 Mass Transit
1.03 Aviation and Airport Systems, etc) (Submitted: Jan 21, 2021 7:32:42 AM EST)

Answer

- The intent is to provide guidance to the City that the person is properly qualified to provide the service. (Answered: Jan 22, 2021 6:51:03 PM EST)

Question 91

Can you please confirm that staff resumes included in the Proposal Reference Form are limited to just one-page (2 resumes per sheet) (Submitted: Jan 21, 2021 8:00:26 AM EST)

Answer

- See answer to question 86. (Answered: Jan 27, 2021 10:10:38 AM EST)

Question 92

Question 51

The PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM is asked for in 2 sections (Section 4.2.4 Firm Qualifications and Experience and Section 4.2.7 Required Forms). Can you specify in which section it is required?

(Submitted: Jan 13, 2021 11:43:18 AM EST)

Answer

See answer to question 6. (Answered: Jan 20, 2021 6:15:52 PM EST)

Question 6 was not answered. (Submitted: Jan 21, 2021 9:12:24 AM EST)

Answer

- You may include the Proposal Reference Form under 4.2.5 References. (Answered: Jan 21, 2021 2:11:17 PM EST)

Question 93

On the Excel Reference Form, the column for Project Category (Select from Drop Down) allows for selection of only one category or subcategory.

1. Are we supposed to select the main category for all submitted referenced projects or one of the applicable subcategories?
2. If more than one subcategory applies to a project, do we duplicate the project reference, selecting a different subcategory each time? (Submitted: Jan 21, 2021 10:07:49 AM EST)

Answer

- Firm is to determine how best to convey qualifications, experience, and resources. (Answered: Jan 27, 2021 10:18:49 AM EST)

Question 94

Is there a limit to the number of Qualifying Agents we can submit per category, i.e. can we submit six project category references with six different qualifying agents? (Submitted: Jan 21, 2021 10:18:27 AM EST)

Answer

- One qualifier with demonstrated experience in the category should be sufficient. (Answered: Jan 27, 2021 10:36:03 AM EST)

Question 95

The Proposal Reference Form (Excel file) provided with Addendum NO. 1 does not allow to insert additional rows. Does this mean we are only allowed to include six (6) Qualifying Agents with their respective one-page resume? (Submitted: Jan 21, 2021 11:40:57 AM EST)

Answer

- Yes, the reference form supports Section IV, Submittal Requirements, 4.2.5 References. (Answered: Jan 21, 2021 12:05:49 PM EST)

Question 96

Is the Professional Services Library - Proposal Reference Form meant to be completed once? Or should the form be completed for each category submitted? (Submitted: Jan 21, 2021 11:51:40 AM EST)

Answer

- The answer is situational. Firms submitting in 1 category, may need only to complete 1 form. However, another Firm, capable of submitting in 2 categories, and depending on number of references, may decide to submit two separate and distinct Proposal Reference Forms; 1 for each category; with all content combined into one PDF

document, identifying each category, and upload as usual into Bidsync. (Answered: Jan 27, 2021 10:44:48 AM EST)

Question 97

Are we to submit 3-6 Reference Projects for each overall Category? Or is the requirement to submit 3-6 Reference Projects for each subcategory? (Submitted: Jan 21, 2021 11:56:04 AM EST)

Answer

- This is dependent on each Firms qualification and capabilities. Suggest submit for the categories (maximum 3) that you consider to be one(s) that you will be most qualified for. (Answered: Jan 27, 2021 10:46:28 AM EST)

Question 98

In question 95, it states the "reference form supports Section IV, Submittal Requirements, 4.2.5 References". But on page 20 of the RFQ it requires that form under "Firm Qualifications and Experience". Can you clarify under which tab this form should be submitted? (Submitted: Jan 21, 2021 1:12:13 PM EST)

Answer

- You may include the Proposal Reference Form under 4.2.5 References. (Answered: Jan 21, 2021 1:29:47 PM EST)

Question 99

Section 4.2.4 Firm Qualifications and Experience requests copies of professional licenses for the firm and qualifying agents.

Are the licenses included in the 25 page limit?

If not, can these be placed at the back of the submittal with the required forms or should they be included in the Firm Qualifications and Experience section? (Submitted: Jan 21, 2021 1:31:32 PM EST)

Answer

- Yes. (Answered: Jan 21, 2021 2:11:17 PM EST)

Question 100

Is this contract going to replace the contracts awarded for the City's solicitation 12355-106 General Environmental Engineering Consulting Services? (Submitted: Jan 21, 2021 7:22:41 PM EST)

Answer

- As mentioned during the CIP event, the City may have coterminous contracts. (Answered: Jan 27, 2021 10:56:25 AM EST)

Question 101

Is this contract going to replace the contracts awarded for the City's solicitation 12271-196 Geotechnical Engineering & Laboratory Testing Consultant Services? (Submitted: Jan 21, 2021 7:24:23 PM EST)

Answer

- Yes, submit qualification response. (Answered: Jan 27, 2021 10:56:25 AM EST)

Question 102

The Statement of Qualification Certification form has an "Addendum Acknowledgement" section & Addendum

1 has a line for "Bidder's Signature."

- Do we have to return both forms?
- May we acknowledge & only turn in the Statement of Qualification Certification form
- If we have to turn in both, where do we insert the Addendum 1 form? In 4.2.7? (Submitted: Jan 21, 2021 7:33:30 PM EST)

Answer

- Yes please fill and return both forms. Combine proposal contents into one pdf document and upload as usual into BidSync. (Answered: Jan 27, 2021 12:59:48 PM EST)

Question 103

The MBE/WBE Contractor Information form (3rd page, under Contractor Checklist) asks for anticipated amounts to be 1) subcontracted on this project, & 2) subcontracted to MBE & WBE businesses. Is the City looking for percentages or fees?

Can you please suggest how we determine this if we don't know what work orders will be assigned, their scope, as well as the amount of work orders?

Also, there is a note under 4.2 Contents of Statement of Qualification that says do not include pricing.

May we type "To be determined" in those 2 cells? (Submitted: Jan 21, 2021 7:51:31 PM EST)

Answer

- TBD maybe entered for both unknown items 1 and 2. Confirming statement not to include pricing. (Answered: Jan 27, 2021 11:09:47 AM EST)

Question 104

Can a Florida-licensed professional geologist be the qualifier for category 4.0 Environmental Engineering? (Submitted: Jan 21, 2021 8:01:24 PM EST)

Answer

- The licensed professional must be qualified to perform the services of the licensed profession. (Answered: Jan 27, 2021 11:13:57 AM EST)

Question 105

Will the City please provide clarification regarding the number of pages to be submitted?

- No more than 25 pages double-sided indicates that respondents are limited to a total of 50 pages, correct?
- Does the 50-page limit include every category a firm is pursuing? (Submitted: Jan 21, 2021 8:07:25 PM EST)

Answer

- See answer to question 79 above. (Answered: Jan 27, 2021 12:35:49 PM EST)

Question 106

In Question 9, the answer states that the forms in 4.2.7 will not count toward the page count. The City also states in other "answers" that the Professional Services Library Proposal Reference Form can be included in 4.2.5.

If a respondent includes it under 4.2.5, is it still exempt from the page count? (Submitted: Jan 21, 2021 8:12:15 PM EST)

Answer

- Yes. (Answered: Jan 22, 2021 2:10:39 PM EST)

Question 107

4.2.4 Licenses, item b requests copies of college degrees. This is not a common document that we keep on file. Is this necessary?

The Florida Board of Professional Engineers requires that applicants have degrees & the Board reviews/verifies official transcripts to ensure that it is satisfactory before they will issue a professional engineer license. To become a Florida licensed geologist official transcripts also have to be provided.

Will official copies of licenses and certifications suffice? Please advise. (Submitted: Jan 21, 2021 8:23:52 PM EST)

Answer

- Yes, Copies of licenses and certifications are sufficient. (Answered: Jan 27, 2021 12:39:00 PM EST)

Question 108

If a firm is not a DBE or SBE, may the firm notate such on the TOC & omit section 4.2.6? (Submitted: Jan 21, 2021 8:48:59 PM EST)

Answer

- See answer to question 18. (Answered: Jan 27, 2021 12:44:39 PM EST)

Question 109

Firms are required to list previous City of Fort Lauderdale contracts on the MBE-WBE Prime Contractor Identification Form. How many years back to do respondents need to pull information for? (Submitted: Jan 21, 2021 9:05:54 PM EST)

Answer

- Preference minimum of three reference related to category submittal, up to ten years back from date of submission. (Answered: Jan 27, 2021 1:36:52 PM EST)

Question 110

4.2.7 item f. LBP form requires submission of Business Tax Receipts. If we include a copy in 4.2.7, will it be excluded from the page count? Or should we submit the copy in 4.2.4? (Submitted: Jan 21, 2021 9:13:01 PM EST)

Answer

- LBP form itself is exempt from the page count. However, supplemental LBP information is counted towards page count. You may submit LBP documents together in 4.2.7. (Answered: Jan 27, 2021 1:17:08 PM EST)

Question 111

May we submit front & back covers for our response & tabs to divide/index each section under 4.2?
- If allowed, will they be included in the page count? (Submitted: Jan 21, 2021 9:27:04 PM EST)

Answer

- Yes, all mentioned are included in the page count. (Answered: Jan 22, 2021 2:23:29 PM EST)

Question 112

With regards to Question 99 Section 4.2.4 , there were 2 questions asked.

1. Are the licenses included in the 25 page limit?
2. If not, can these be placed at the back of the submittal with the required forms or should they be included in the Firm Qualifications and Experience section? -

The answer posted was Yes. Does this Yes apply to both questions? If not, which one does it apply to? (Submitted: Jan 21, 2021 9:44:20 PM EST)

Answer

- Yes, licenses are included in the page preference. (Answered: Jan 22, 2021 2:23:29 PM EST)

Question 113

The RFQ states "For each of the certifying and qualifying agents provide a copy of their professional license issued by the Florida Department of Business and Professional Regulation* (e.g. PE, PG, RA or RLA), college degree (e.g. chemist or biologist), and their certificates (e.g. AICP, ASQ or divers) if applicable."

Since many licenses require a college degree, do we need to submit both the license and a college degree for this person, or will just the license suffice? (Submitted: Jan 22, 2021 8:13:15 AM EST)

Answer

- The sentence says if applicable (Answered: Jan 22, 2021 6:36:07 PM EST)

Question 114

Regarding 6.0 Surveying and Mapping category, does the City require the submitter to provide 6.05 astronomical surveying in addition to all sub categories including 6.01 land, 6.02 aerial, 6.03 underground, 6.04 hydrographic, 6.06 GIS? Astronomical surveying is a very specialized niche service uncommon to typical surveying firms. (Submitted: Jan 22, 2021 8:21:10 AM EST)

Answer

- No, submit for the sub-categories that you consider to be one(s) that you will be most qualified for. (Answered: Jan 27, 2021 1:23:08 PM EST)

Question 115

Can you please instruct how to make a double sided pdf. I am under the impression that double sided is only a hard copy printed on both sides but this requires a pdf electronic submission. Please clarify. Thank you. (Submitted: Jan 22, 2021 8:23:11 AM EST)

Answer

- You can scan a double sided hard copy into a PDF which results in a PDF with 2 pages. (Answered: Jan 27, 2021 4:15:35 PM EST)

Question 116

The answer to Question 80 states "preference is for separate 25 pages double sided proposal for each category". Please clarify if we need to submit 3 separate PDF responses to bidsync. (Submitted: Jan 22, 2021 8:31:44 AM EST)

Answer

- See answer to question 60. (Answered: Jan 27, 2021 1:32:00 PM EST)

Question 117

If we are to submit three separate 25-page proposals for three disciplines, can we include these all under one cover separated by tabs? (Submitted: Jan 22, 2021 8:32:11 AM EST)

Answer

- See answer to question 60. (Answered: Jan 27, 2021 1:41:05 PM EST)

Question 118

For clarification, per addendum 1, ongoing projects are allowed to be included in the references section? (Submitted: Jan 22, 2021 8:40:27 AM EST)

Answer

- No. Firms must provide a minimum of three and a maximum of six completed project references. (Answered: Jan 22, 2021 2:34:28 PM EST)

Question 119

For clarification on the Proposal Reference form:

1. Is one form required for each discipline?
2. Are we to list 6 different qualifying agents for each of the 6 projects?
3. Are we able to include full project description sheets in addition to the reference form or does the city prefer to only have the reference form?
4. Under the box project name and number, are you looking for a contract number here along with the name?

(Submitted: Jan 22, 2021 8:44:52 AM EST)

Answer

- 1. For multiple category submission, preference for clarity is one form per category.
- 2. That is dependent of firms experience and resources
- 3. That is the firms determination
- 4. Provide identifying information (Answered: Jan 25, 2021 5:50:56 PM EST)

Question 120

The new Proposal Reference Form seems to be geared more towards a staff reference versus a firm reference. Do the references provided on the form need to be firm projects, or can they be projects that current staff worked on in the past while employed at another firm? (Submitted: Jan 22, 2021 8:55:15 AM EST)

Answer

- No, the references provided on the form are for the firm. (Answered: Jan 22, 2021 6:18:53 PM EST)

Question 121

Please clarify that one PDF of a proposal is required with a cover, TOC, Cover Letter, DBE info, and required Forms and Licenses (which would keep duplicate information to a minimum). Subsections for each category (max of three) would include an Executive Summary, Firm Qualifications and Experience, and References (including the new reference form). Total pages cannot exceed 150 for one proposal (excluding forms, cover, tabs). (Submitted: Jan 22, 2021 9:13:53 AM EST)

Answer

- Proposals should mirror the submittal requirements of the solicitation. (Answered: Jan 27, 2021 4:55:03 PM EST)

Question 122

Please clarify whether licenses will go toward the page count? The City's recent answer to the question is still not clear.

Question Section 4.2.4 Firm Qualifications and Experience requests copies of professional licenses for the firm and qualifying agents.

Are the licenses included in the 25 page limit?

If not, can these be placed at the back of the submittal with the required forms or should they be included in the Firm Qualifications and

Experience section? (Submitted: Jan 21, 2021 11:31:32 AM MST)

Answer(s)

• Yes. (Answered: Jan 21, 2021 12:11:17 PM MST) (Submitted: Jan 22, 2021 9:53:39 AM EST)

Answer

- See above answer to question 112. (Answered: Jan 22, 2021 2:50:27 PM EST)

Question 123

Question 80 states "separate 25 pages double sided proposal for each category.". Does the System allow for the same bidsync account to submit three separate proposals for the same solicitation? Please clarify for all the firms interested. (Submitted: Jan 22, 2021 10:23:59 AM EST)

Answer

- See answer to 60 and question 79. (Answered: Jan 27, 2021 4:03:57 PM EST)

Question 124

Do we need to include the signed Addendum #1 in our submission or does the Statement of Qualification Certification Form's Addendum Acknowledgement section eliminate that requirement? (Submitted: Jan 22, 2021 10:26:06 AM EST)

Answer

- Yes, submit all signed addendums and signed Statement of qualification certification form. (Answered: Jan 27, 2021 4:33:23 PM EST)

Question 125

Please clarify if an architect is to submit only their qualifications and NOT include any proposed subconsultants. Architectural work almost always requires engineering work as well (ie; MEP, Structural, etc.). Is it the intent of the City to build their own team from individually prequalified categories for architectural projects that include, for example, MEP and structural components (as they usually do? (Submitted: Jan 22, 2021 10:57:15 AM EST)

Answer

- Provide own qualification package with qualifiers for your subject area. MEP to provide and submit its own qualification package with its own qualifiers for their subject area. (Answered: Jan 22, 2021 6:51:03 PM EST)

Question 126

Due to the number of unanswered questions, would the City reconsider extending the proposal deadline.

(Submitted: Jan 22, 2021 11:47:34 AM EST)

Answer

- No. (Answered: Jan 22, 2021 6:23:48 PM EST)

Question 127

In the RFP document, it states that 4.2.5 references must include references here. Is this the correct place to include the references. (Submitted: Jan 22, 2021 11:50:16 AM EST)

Answer

- See answer to question 6. (Answered: Jan 27, 2021 4:38:11 PM EST)

Question 128

For the RFQ 12464-416 CCNA - PROFESSIONAL SERVICES LIBRARY - PROPOSAL REFERENCE FORM is this form to be included in section 4.2.4 Firm Qualifications and Experience. Is this where the form should be included and this also is showing projects to qualify personnel for the subcategories within the main categories (1.0, 2.0, etc)

(Submitted: Jan 22, 2021 11:53:45 AM EST)

Answer

- See answer to question 6. (Answered: Jan 27, 2021 4:40:21 PM EST)

Question 129

Will the City be issuing an addendum to revise the terms and conditions of the RFP to based on clarifications of the Question and Answers that will have a material impact? (Submitted: Jan 22, 2021 11:56:18 AM EST)

Answer

- No. (Answered: Jan 22, 2021 3:07:54 PM EST)

Question 130

We are a multi-discipline firm, and will be pursuing multiple categories. We understand that separate submittals have to be made. Will the Bidsync system allow multiple proposal uploads under one account? (Submitted: Jan 22, 2021 12:01:06 PM EST)

Answer

- See answer to question 53 and answer to question 60. (Answered: Jan 27, 2021 3:33:37 PM EST)

Question 131

Please clarify the intent of excluding sub-consultants on this RFQ considering the City has noted the desire to support local small businesses in the RFQ and has a clearly noted an initiative program in section 3.6 that would be in conflict with the 10-year requirements in the RFQ. (Submitted: Jan 22, 2021 12:03:10 PM EST)

Answer

- Please read Section III, Scope of Services in its entirety to understand the solicitation in its context. The City is not excluding any Consultant, whether Prime or Subconsultant. In fact, as stated in 3.2 General Scope of Services, The City of Fort Lauderdale is seeking to establish a pool of pre-qualified consultants in numerous professional

categories. (Answered: Jan 22, 2021 4:10:22 PM EST)

Question 132

Does the RFQ 12464-416 Prof Services Library Proposal Reference Form count towards the page count.
(Submitted: Jan 22, 2021 12:22:39 PM EST)

Answer

- No. (Answered: Jan 25, 2021 6:44:19 PM EST)

Question 133

Does the Qualifying Agent for each reference project have to be registered/licensed? Many project types, for example a Construction Engineering and Inspection project, do not require the Inspector to be licensed.
(Submitted: Jan 22, 2021 12:39:14 PM EST)

Answer

- All CEI work has to be under director supervision of a professional engineer registered in Florida. (Answered: Jan 27, 2021 8:38:16 AM EST)

Question 134

Does an Engineer in Training (EI) license count for a Qualifying Agent? (Submitted: Jan 22, 2021 12:39:52 PM EST)

Answer

- No. (Answered: Jan 26, 2021 10:07:33 AM EST)

Question 135

The new Proposal Reference Form provided with addendum NO. 1, category 19.0 Miscellaneous is not included in the drop down list. Can you please advise how to enter the category (subcategories) in the form. (Submitted: Jan 22, 2021 5:14:25 PM EST)

Answer

- See Addendum No.2 (Answered: Jan 27, 2021 3:23:28 PM EST)

Question 136

Does a single sheet, double sided equal a 2-page pdf? (Submitted: Jan 23, 2021 6:21:12 AM EST)

Answer

- The RFQ, Section IV, Submittal Requirements, 4.2 Contents of the Statement of Qualification - 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 25 pages double-sided in one complete pdf document.
(Answered: Jan 27, 2021 4:24:14 PM EST)

Question 137

In addendum 1 the language "on-going projects may not be considered" was removed from Section 4.2.5. However, the response to Question 2 states that "firms must provide completed project references". Can CMAR projects in which the design has been completed but the construction is still underway be included in response to Section 4.2.5? (Submitted: Jan 24, 2021 11:24:25 AM EST)

Answer

- This question was answered in question 118 above. (Answered: Jan 25, 2021 8:07:34 AM EST)

Question 138

If a design firm completed the preparation of a Design Criteria Package for a project that is under construction and the design firm's contract obligations are complete, can that project be submitted in response to Section 4.2.5? (Submitted: Jan 24, 2021 11:24:53 AM EST)

Answer

- No. (Answered: Jan 25, 2021 8:09:03 AM EST)

Question 139

Can a firm designate an individual other than a PE as the qualifying agent on the Project Reference Form if the project's scope of work did not require an engineer to "sign and seal" in the state where the work was performed? As an example, many projects completed within 10.0 Information Technology, might be completed by a Subject Matter Expert that was not a licensed PE but held other highly specialized credentials. (Submitted: Jan 24, 2021 11:25:35 AM EST)

Answer

- Only if it is a non-engineering area where engineers seal and signature are not required. Reminder, the firm still needs to meet the qualifications in the solicitation. (Answered: Jan 26, 2021 10:37:00 AM EST)

Question 140

Should we submit 3-6 Reference Projects for each Subcategory? Or only 3-6 Reference Projects for the Pool Category? (Submitted: Jan 24, 2021 12:10:46 PM EST)

Answer

- If a small firm and can submit in one or two sub-categories, the expectation is that the firm should be able to prove its capabilities and qualifications in its area of expertise. Same expectation if submitting for pool category. (Answered: Jan 25, 2021 6:05:28 PM EST)

Question 141

Since the City prefers 3 separate submittals for each category, would you consider extending the RFQ deadline? (Submitted: Jan 24, 2021 12:11:49 PM EST)

Answer

- No. For clarification, you may submit the three category submittals in one PDF document, identify each, and upload as usual into Bidsync. (Answered: Jan 25, 2021 9:19:03 AM EST)

Question 142

Does the City want separate Reference Excel forms for each subcategory? Or is only one form required per overall category? (Submitted: Jan 24, 2021 12:26:01 PM EST)

Answer

- See answer to question 140 above and submittals may be in the form of one PDF document and uploaded as usual into BidSync. (Answered: Jan 25, 2021 6:38:54 PM EST)

Question 143

Some of the text in the excel version of the Proposal Reference Form is getting cut off in the first row of the table. For example, if I select "Stormwater and Drainage" in the Project Category column in the first row, only "Stormwater and D" is visible, which makes it unclear if we have selected subcategory 4.01 or 4.02 since both begin with "Stormwater and Drainage." It will also be difficult to differentiate between subcategories 3.05 and 3.09 in this column, since both show up as simply "Design."

Please consider providing an excel sheet that includes the subcategory numbers within the Project Category column or allowing us to recreate the form. (Submitted: Jan 25, 2021 9:06:38 AM EST)

Answer

- See Addendum No.2 (Answered: Jan 27, 2021 4:10:28 PM EST)

Question 144

Who is considered a "Qualifying Agent" for which we have to show references for in the Professional Services Library Proposal Form?

is there a form for the firm references requested in Section 4.2.5? (Submitted: Jan 25, 2021 10:35:49 AM EST)

Answer

- See answer to question 30. (Answered: Jan 25, 2021 11:36:41 AM EST)

Question 145

For clarification on Question 141, are we permitted to layout submissions in the order below?

- 4.2.1 Table of Contents
- 4.2.2 Cover Letter
- 4.2.3 Executive Summary
- 4.2.4a Firm Qualifications & Experience - Category 1
- 4.2.5a References - Category 1
- 4.2.4b Firm Qualifications & Experience - Category 2
- 4.2.5b References - Category 2
- 4.2.6 DBE
- 4.2.7 Required Forms (Submitted: Jan 25, 2021 12:28:41 PM EST)

Answer

- Proposals should mirror the submittal requirements of the solicitation. (Answered: Jan 27, 2021 4:55:03 PM EST)

Question 146

Relating to teaming. If a firm is going to submit for the Water and wastewater and will need surveying services for tasks that may arise of this contract, can we add a surveying firm to our team or do we need to use a surveyor selected from the "Surveying " category of the pool? (Submitted: Jan 25, 2021 12:44:23 PM EST)

Answer

- The questions and answers on teaming has been answered many times. Please read the answers to questions provided. Any prime, subconsultant, or consultant, wishing to participate must submit own qualification. (Answered: Jan 25, 2021 5:22:39 PM EST)

Question 147

Question 67's answer states we cannot use 11x17 but the proposal reference form is 11x17, do we need to resize the form or is it okay to keep only this form 11x17? (Submitted: Jan 25, 2021 1:13:29 PM EST)

Answer

- Question 67 in context was seeking to use 11x17 pages as a means for page submittal and the response in context was no. You do not need to resize the page and as a reminder, mandatory forms are exempt from page count. (Answered: Jan 25, 2021 5:22:39 PM EST)

Question 148

The Proposal Reference Form provided by the City in Excel format is setup in Tabloid (11x17) size, but the City previously stated in Q&A that 11x17 pages were not permitted. Please confirm that it is acceptable for the Proposal Reference Form to remain 11x17 size. (Submitted: Jan 25, 2021 1:46:56 PM EST)

Answer

- See answer to question 147 above. (Answered: Jan 25, 2021 5:22:39 PM EST)

Question 149

The new Proposal Reference Form provided with Addendum No. 1 does not include Category 19.0 Miscellaneous in the dropdown list. Please advise how to enter the category into the form. (Submitted: Jan 25, 2021 1:47:14 PM EST)

Answer

- See Addendum No2. (Answered: Jan 27, 2021 3:36:27 PM EST)

Question 150

With respect to Omission is Section 9.8, what is the rationale for a presumption that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the City which would not be incurred without the Omission? Will the City have be an obligation to demonstrate that an Omission increased the cost of those services to the City? Alternatively, will the Consultant be permitted to rebut the presumption of the 15% increase in costs? (Submitted: Jan 25, 2021 1:59:30 PM EST)

Answer

- These are the City's contract terms and conditions. (Answered: Jan 26, 2021 1:06:00 PM EST)

Question 151

With respect to Final Statement of Probable Construction Costs in Section 9.2, this number is the best estimate of Consultant based upon its experience, but there are many factors that Consultant cannot reasonably control that contribute to variations in contractor's proposed costs. Does the City expect the Consultant to perform redesigns at no additional expense if the proposals exceed 10% of the Final Statement of Probable Construction Costs for reasons that are not the fault of the Consultant? (Submitted: Jan 25, 2021 1:59:45 PM EST)

Answer

- These are the City's contract terms and conditions. (Answered: Jan 26, 2021 1:06:00 PM EST)

Question 152

Submittal Requirements Section 4.1.4 of states that "Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein." Is this attachment included in the page count? (Submitted: Jan 25, 2021 2:34:35 PM EST)

Answer

- Yes. (Answered: Jan 25, 2021 3:53:34 PM EST)

Question 153

At last week's networking event it was stated that individual qualification packages are required for each category. Since many firms offer multiple services and will be submitting on many categories, would the City consider extending the deadline to allow us time to prepare all of the submissions? (Submitted: Jan 25, 2021 2:47:56 PM EST)

Answer

- No, see answer to question 53, answer to question 60, answer to question 79, and answer to question 97. (Answered: Jan 27, 2021 3:42:46 PM EST)

Question 154

Please confirm that for each category you only want one qualifier (and therefore only one resume) in the submission. (Submitted: Jan 25, 2021 3:04:50 PM EST)

Answer

- No, please review the proposal reference form, read the note on the reference form, and read 4.2.5 References. (Answered: Jan 25, 2021 6:20:53 PM EST)

Question 155

Can a staff member's independent experience while with another firm be used as a Qualifying Agent project reference? (Submitted: Jan 25, 2021 4:20:22 PM EST)

Answer

- Yes. (Answered: Jan 26, 2021 10:38:46 AM EST)

Question 156

The answer to Question 30 defines a Qualifying agent as "one who qualifies the engineering firm and has the requisite experience either directly or through other engineering staff in the category consideration is being sought."

What do you mean by "through other engineering staff?"

If a licensed Engineer is the Firm Owner/Principal in Charge, can they be the Qualifying agent for projects their staff completed? (Submitted: Jan 25, 2021 4:23:52 PM EST)

Answer

- It means an employee or staff member with a Florida Professional Engineer license. Yes, as long as the work performed by the staff member is directly under the supervision of Owner/Principal. Please refer to Florida Statute and Florida Administrative Code for further clarification. (Answered: Jan 26, 2021 10:48:32 AM EST)

Question 157

Would the City consider allowing Category 20.0 Miscellaneous to be part of the qualifications in addition to the three minimum requirements; thus it shows three chosen categories plus Category 20? Category 20 covers a range of services that can be critical component of professional services under a the different disciplines of professional services. (Submitted: Jan 25, 2021 4:49:39 PM EST)

Answer

- See Addendum No.2 (Answered: Jan 27, 2021 3:43:54 PM EST)