

Request for Qualifications

RFQ # 662-9399

STRUCTURAL ENGINEERING SERVICES

for

**A CONTINUING CONTRACT FOR MISCELLANEOUS STRUCTURAL
ENGINEERING SERVICES**

(CCNA – Consultants' Competitive Negotiation Act)



Venice of America

City of Fort Lauderdale

Issued on behalf of: THE ENGINEERING DEPARTMENT

**Department of Procurement Services
Rick Andrews, Procurement Specialist
Fort Lauderdale City Hall
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301**

Web Site Address: www.fortlauderdale.gov/purchasing

Submission Deadline

**Day/Date: February 17, 2006
Time: 2:00 PM EST
Location/Mail Address: Fort Lauderdale City Hall
Procurement Department
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301**

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Sealed written Responses shall be received by the City of Fort Lauderdale, Department of Procurement Services, no later than the date, time and at the location indicated above for receipt. Submittal of Response by fax is not acceptable. Proposals shall be submitted electronically through RFP Depot. When utilizing RFP Dept, only one submittal is required. If proposer chooses to submit hard copies instead, than ONE (1) original and SEVEN (7) copies of your sets of response forms must be returned to the City or your response may be disqualified.

SECTION I - RFQ SCHEDULE

Release RFQ	1/24/06
Last day for questions	2/7/06
PROPOSAL DUE (Prior to 2:00 PM)	2/17/06
Evaluation Committee Review and Short Listing of Proposals (Estimated)	2/28/06
Oral Interviews with Finalists and Selection of First Ranked Consultant (Estimated)	3/14/06
City Commission for approval to negotiate with 1 st ranked consultant (estimated)	4/4/06

Upon approval from Commission to negotiate, negotiations will begin with first ranked consultant. Should the City be unable to negotiate a satisfactory contract with the first ranked consultant, at a price the City determines to be fair, competitive and reasonable, the negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second ranked firm. If those negotiations fail, the City will undertake negotiations with the third ranked.

SECTION II - INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. The City of Fort Lauderdale, FL (“City”), through its Department of Procurement Services invites proposals that offer to provide **Structural Engineering Services** for a **Continuing Contract for Miscellaneous Structural Engineering Services**. These services are described in greater detail in Section III: “*Scope of Services*.”

1.2. **TRANSACTION FEES:**

THE CITY OF FORT LAUDERDALE WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

1.3. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.4. **Lobbyist Ordinance**

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation is responsible for being aware of, and complying with City of Fort Lauderdale Ordinance No. 00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk’s Office on the 7th floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, FL, or the ordinance may be viewed on the City’s website at <http://www.fortlauderdale.gov/documents/index.htm>. Questions concerning whether you may or may not need to comply with said ordinance, please contact the City of Fort Lauderdale City Clerk’s Office at 954-828-5002.

1.5. **Award of Contract**

A Contract (the “Contract” or Agreement”) will be awarded in accordance with City Commission approval, and 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. Such contracts will be furnished by the City and contain certain terms as are in the City’s best interests.

1.6. **Unauthorized Work**

The Successful Consultant(s) shall not begin work until a City Purchase Order or Notice to Proceed or Task Order is received.

1.7. **Instructions**

Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant’s notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

1.8. Changes / Alterations

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

1.9. Sub-Consultant(s)

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

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

1.10. Discrepancies, Errors, and Omissions

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

1.11. Disqualification

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

1.12. Responses/Proposal Receipt

Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFQ. After that date and time, Responses will **not** be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFQ.

1.13. INSURANCE:

The Successful Consultant(s) shall furnish to City of Fort Lauderdale, c/o Department of Procurement Services, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1.13. INSURANCE (cont):

I. COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability
 - Bodily Injury and Property Combined Single Limit
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Personal and Adv. Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required
 - City of Fort Lauderdale included as an Additional Insured
 - Employees included as insured
 - Contractual Liability
 - Waiver of Subrogation
 - Premises/ Operations
 - Care, Custody and Control Exclusion Removed

II. AUTOMOBILE BUSINESS

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. Endorsements Required
 - City of Fort Lauderdale included as an Additional Insured
 - Employees included as insured
 - Waiver of Subrogation

III. WORKER'S COMPENSATION

Limits of Liability
Statutory-State of Florida.

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit
Each Occurrence \$1,000,000
General Aggregate Limit \$1,000,000
Deductible- not to exceed 10%

The City is required to be named 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 Successful Consultant(s).

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

The Company must be rated no less than "A-" as to management by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY RFQ NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

1.13. INSURANCE (cont):

Compliance with the foregoing requirements shall not relieve the Successful Consultant(s) of his liability and obligation under this section or under any other section of this Agreement.

The Successful Consultant(s) 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 Successful Consultant(s) 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 Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFQ.
- B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Consultant(s) in conjunction with the violation of the terms and conditions of the Contract.

1.14. CONSULTANTS' COSTS

The City shall not be liable for any costs incurred by consultants in responding to this RFP.

1.15 RFQ DOCUMENTS

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

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

The Consultant acknowledges that they have read the above information and agrees to comply with all the above City requirements.

SECTION III - SCOPE OF SERVICES

The City of Fort Lauderdale is interested in entering into a continuing contract for professional services with a **Structural Engineering** firm to provide **Miscellaneous Structural Engineering** services for various City projects. Work to be accomplished under this contract will include, but not be limited to, various, but not as yet identified, **Structural Engineering** projects in which construction costs do not exceed \$1,000,000; and **Structural Engineering study activity** when the fee for such professional service does not exceed \$50,000 as mandated by Florida Statutes. The initial term of the continuing contract will be for (2) years. The City reserves the right to renew the contract for up to three (3) subsequent one-year terms based on satisfactory performance and mutual agreement. Interested firms must provide full **Structural Engineering study activity** professional services to the City using in-house staff or consultant services.

SECTION IV - SUBMITTAL REQUIREMENTS

INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are required to be provided with Consultants response to this RFQ. Failure to do so may deem your proposal non-responsive.

3.1 Submission Requirements

Proposals shall be submitted and received on or before 2:00 P.M., EDT, on date indicated in schedule, On the RFP Depot site, or if a proposer chooses to submit hard copies instead, an original and SEVEN (7) copies of your proposal are to be delivered to: 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301. It is the sole responsibility of the consultant to ensure the proposals are received on or before the date and time stated, and in the format stated. Proposals received after this deadline will not be considered.

A. CONTENTS OF QUALIFICATION STATEMENT / SUBMITTALS: (to be indexed and submitted in the order listed)

The selected consultant shall demonstrate a proven track record of **Structural Engineering** services for similar projects, and shall demonstrate a thorough understanding of building practices, building ordinances and modern methods for building construction, alteration and repair. Consultants shall demonstrate where they have successfully achieved rapid implementation of similar type projects and have a history of delivering projects on time and under budget.

1. **Table of Contents**

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

2. **Proposal Letter / Letter of Interest**

Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project.

3. **Qualifications of the Firm**

Respondents must submit a **Standard Form 254** and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Firm should be established as a legal entity in the State of Florida; Document if your firm is a Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc; Relative size of the firm, including management, technical and support staff; Licenses and any other pertinent information shall be submitted. Submittals that do not contain such documentation may be deemed non-responsive.

4. **Qualifications of the Project Team**

Respondents must submit the **Standard Form 255** for each project. List the members of the project team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

4i. Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individuals MUST have a minimum of five (5) years' experience in required discipline, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.

5. Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology.

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

6. References

A minimum of three references are required. Should be of projects with similar scope as indicated. Information should include:

- * Client Name, address, contact person phone number and e-mail if available.
- * Description of work.
- * Year the project was completed.

7. Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification. If awarded a contract as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Small Business Development Division. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts for this project in meeting M/WBE procurement goals under Florida Statutes s287.09451

8. 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.

9. Joint Ventures

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

10. Sub-Consultants

Consultant must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized along with a summary of their background and qualifications. The City retains the right to accept or reject any Sub-Consultants proposed.

11. Disputes, Litigation and Defaults

Applicant shall disclose any existing or the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of two years prior to the submission of this proposal.

SECTION V - EVALUATION/SELECTION PROCESS

A Selection and Evaluation Committee consisting of design professionals and City staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ. The consultant shall furnish the City such additional information as the City may reasonably require.

The committee will score and rank all responsive proposals and determine a minimum of three (3), firms deemed to be the most highly qualified to perform the required service, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The selected firms will be required to provide brief public presentations to the Committee for final recommendation ranking. The City will not be liable for any costs incurred by the consultant in connection with such presentation.

In accordance with §287.055, the Evaluation Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the City. The City Commission of the City of Fort Lauderdale, FL, shall be requested to authorize staff to negotiate a contract with the first ranked consultant. Additional negotiations may occur in accordance with Florida Statutes.

EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

<u>CRITERIA</u>	<u>PERCENTAGE</u>
Qualifications of firm: To include years of experience, licenses, Insurance, previous M/WBE participation efforts, other pertinent information	25
Qualification of Project Team: To include personnel used for the project, project manager, Sub Consultants, Joint ventures.	25
Approach to Scope of Work	25
Previous Similar Projects; Disputes; References	25
TOTAL	100 %

- End -