

REQUEST FOR QUALIFICATION (RFQ)



North Lauderdale

RFQ #: 22-03-415

DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT

Publish Date:

March 28, 2022

**Non-Mandatory Pre-Qualification
Conference:**

April 28, 2022 at 10:00 AM

Location:

**City of North Lauderdale
Commission Chamber
701 SW 71st Avenue
North Lauderdale, FL 33068**

All Questions Due:

May 3, 2022 by 5:00 PM

Proposal Due and Opening Date:

May 12, 2022 at 3:00 PM

Where to Deliver Proposal

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

**City of North Lauderdale, Florida
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900**

For

Public Works Department

DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT

Advertisement Date: April 3, 2022



Bid documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org and DemandStar at www.demandstar.com

RFQ NUMBER:	22-03-415
RFQ TITLE:	DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT
DATE PUBLISHED IN SUN-SENTINEL	SUNDAY, April 3, 2022
RELEASE DATES/TIME:	MONDAY, March 28, 2022 by 12:00 PM
PRE-QUALIFICATION CONFERENCE:	THURSDAY, April 28, 2022 at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	TUESDAY, May 3, 2022 by 3:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	THURSDAY, May 5, 2022 by Close of Business
RFQ REPOSE DUE DATE/TIME:	THURSDAY, May 12, 2022 at 3:00 PM
RECOMMENDATION FOR AWARD:	SPRING 2022
DIRECT ALL INQUIRIES TO:	Andrew Rozwadowski Purchasing and Contracts Manager Phone: (954) 597-4776 Email: arozwadowski@nlauderdale.org
E-PROPOSAL ONLY DELIVERY:	DemandStar E-Bidding
PROPOSAL OPENING LOCATION:	City of North Lauderdale Purchasing Division 701 SW 71st Avenue, 2nd Floor North Lauderdale, FL 33068

*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after Due Date and Time until confirmed by the City. All Times listed are Eastern Standard Time (EST)

LOCAL VENDORS: The City of North Lauderdale encourages the active participation by local vendors. This procurement **will** qualify for Local Vendor Preference in accordance with Section 3-12 of the City’s Code of Ordinances.

MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime

contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- 1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late bids will not be considered. **The DemandStar time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone



of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

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ADVERTISEMENT**REQUEST FOR QUALIFICATIONS (RFQ)****22-03-415 - DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT****ALL PROSPECTIVE QUALIFIED CONSULTANTS:**

The City of North Lauderdale is requesting electronically sealed proposals for **DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT**. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Interested parties shall submit one (1) complete proposal package electronically through DemandStar with all of the required documents before the RFQ due date and time of **3:00 PM EST, Thursday, May 12, 2022**, at which time sealed proposals will be opened by the City of North Lauderdale, Broward County, Florida.

SCOPE OF WORK: The City of North Lauderdale is seeking to engage qualified architecture led teams (CONSULTANTS) to submit qualifications for the design of the renovation of City Hall along with all associated construction management services. CONSULTANT will also be required to perform investigation, evaluation, design, permitting, bidding assistance and construction administration services for this project. City Hall is located at 701 SW 71st Ave North Lauderdale FL, 33068. This project will be procured in accordance with CCNA guidelines the project will be negotiated with one firm.

A Non-Mandatory Pre-Proposal Conference will be held on Thursday, April 28, 2022 at 10:00 AM Eastern Standard Time (EST): Please note this is a Non-Mandatory pre-qualification meeting, but it is highly encouraged that all parties interested in submitting a proposal for this RFQ attend this meeting.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

LOCAL VENDORS: The City of North Lauderdale encourages the active participation by local vendors. This procurement **will** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

MINORITY/WOMEN'S/LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, in accordance with the requirements as stated in CFR 200.321, encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise this RFQ, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written agreement with the Contractor who is responsive, responsible Proposer, meeting all specifications, and whom provides the most advantageous solution for the City.

Solicitation documents may be obtained from the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com. All communication regarding this RFQ shall be directed to the Purchasing and Contracts Manager, Andrew Rozwadowski at ARozwadowski@nlauderdale.org. There are no charges for the documents. Late proposals cannot be submitted on DemandStar and will not be considered. The DemandStar electronic time stamp shall be conclusive as to the timeliness of filing. Faxed, emailed, and or mailed submissions addressed to any City of North Lauderdale personnel, inclusive of the City Clerk (s), will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a Proposer in responding to this solicitation.



A handwritten signature in black ink, appearing to read 'ARozwadowski'.

Andrew Rozwadowski, NIGP-CPP, CPPB

Purchasing and Contracts Manager

ONLY BID PACKAGES SUBMITTED VIA DEMANDSTAR'S E-BIDDING PORTAL WILL BE ACCEPTED



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SECTION # I: GENERAL TERMS AND CONDITIONS

RFQ #: 22-03-415

DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. BASIC DEFINITIONS

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

City – The City of North Lauderdale, Florida. Also referred to as Owner.

Contract Documents – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), Scope of Work, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Contractor – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

Defective – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement

is signed and delivered by the last of the two parties to sign and deliver.

End User (EU) – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

Project Manager – The City's authorized project representative.

Subcontractor – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Unit Price Work – Work to be paid for on the basis of unit prices.

Written Amendment – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.



2. QUALIFICATIONS OF PROPOSERS

No e-bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's RFQ response.

If selected for a project, all proposers must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

3. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposers' observations with the Proposal Documents; and (c) notify the Procurement Representative of all conflicts, errors, and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of and, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

4. INCONSISTENCIES / INQUIRIES

Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the City Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.

5. NON-COLLUSION

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or

employees from any other firm who will be submitting a proposal on the same project.

6. LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

7. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

8. EMPLOYEES

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.

The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any



potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding firm of supplying such product(s) or service as specified.

12. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

13. TAX EXEMPTION

All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.

14. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, any Agreement resulting from this RFQ shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



15. PERFORMANCE

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting firm to comply with the conditions, terms, specifications, and requirements of the RFQ shall be just cause for cancellation of the RFQ award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. INSURANCE

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as outlined in the Special Conditions before beginning work under this RFQ and Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide a certificate the within the solicitation submission all certificates of insurance outlined within this solicitation prior to beginning any work under this Agreement. Responding firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

17. COPIES OF SPECIFICATIONS

After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

18. DEBARMENT AND SUSPENSION

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

19. CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

20. MEASUREMENT AND PAYMENT

Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.



21. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

22. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. GRANT FUNDED PROJECTS

The City of North Lauderdale may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

24. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Syria

25. INELIGIBLE CONTRACTORS

A Contractor may be considered ineligible to submit a proposal for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

26. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a submission in response to this RFQ shall bear all expenses associated with its preparation. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

27. PROPOSAL SUBMITTAL PRICES

All prices, terms and conditions in the submitted proposal response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the RFQ opening unless otherwise stated by the City. Any proposals containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered.



28. LICENSES

Services performed for the City will require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer's expense.

All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.

29. CONTRACT / AGREEMENT

The proposer to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.

30. SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

31. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.

32. ENFORCEMENT OF SPECIFICATIONS

Copies of the specifications shall be placed in the hands of the Director of Public Services, who shall enforce every requirement of the contract. There will be no varying from the specifications.

33. COPIES OF SPECIFICATIONS

Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

34. CUSTOMER RELATIONS

The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be

required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

35. LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement, including the City's Procurement Code. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement. By submitting a Proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Purchasing and Contracts Division in writing.

36. CITY'S PROCUREMENT CODE

This RFQ is governed by the City's Procurement Code.

37. E-VERIFY

By submission of this proposal, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:



All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and 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 with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

38. PUBLIC RECORDS/CUSTODIAN

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall

comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

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 Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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.

During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 724-7056
CITYCLERK@NLAUDERDALE.ORG**

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SECTION II INSTRUCTIONS TO OFFERORS FOR QUALIFICATIONS **(RFQ)**

RFQ #: 22-03-415 **DESIGN SERVICES FOR CITY HALL RENOVATION PROJECT**

Procurement Definition: A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firms as indicated by SECTION III. STATEMENT OF WORK,

The following instructions are given to guide Proposers inadequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

ARTICLE 1: DEFINITIONS

DEFINED TERMS

Terms used in these Instructions to Proposers are defined as follows:

“Addenda” – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

“Agreement” The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

“City” - the City of North Lauderdale, a municipal corporation of the State of Florida.

“Contract Administrator” – The Department’s Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

“Contract Documents” – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions),

drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

“Contractor” - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents

“Firm” - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

“Offeror” - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.



“On-line e-procurement system” or “e-procurement system” – The City of North Lauderdale’s solicitation management partner “DemandStar”

“Performance Based Contract” -- A contracting model whereby satisfactory performance under the contract, will result in the City’s exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor’s loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.

“Project” – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.

“Proposal” means the package of materials and information submitted by a Proposer in response to this RFQ.

“Proposal Documents” - the Request for Qualifications, Instructions to Offerors, Offeror’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

“Project Manager” – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

“Proposer” means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFQ. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

“Respondent/Offeror/Proposer” - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the RFQ.

“Response Documents/Proposal” - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

“Responsible Proposer” means a Person or firm who has the capability in all respects to fully perform the requirements in the RFQ and Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.

“Responsive Proposer” means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFQ

“Request for Qualification or (RFQ)” means this procurement document and all



addenda, exhibits, and attachments, including the Agreement.

Written Amendment – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.



1.1 SPECIAL CONDITIONS AND/OR STATEMENT OF WORK

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or Statement of Work outlined in this RFQ, the Special Conditions and/or the Statement of Work shall prevail.

1.2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

ARTICLE 2: INTRODUCTION / GENERAL SCOPE OF SERVICES

2.1 INTRODUCTION

The City of North Lauderdale ("City") was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along the SR7 and McNab corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 190 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

2.2 SCOPE OF SERVICES

The City of North Lauderdale is seeking to engage qualified architecture led teams (CONSULTANTS) to submit qualifications for the design of the renovation of City Hall along with all associated construction management services. CONSULTANT will also be required to perform investigation, evaluation, design, permitting, bidding assistance and construction administration services for this project. City Hall is located at 701 SW 71st Ave North Lauderdale FL, 33068. This project will be procured in accordance with CCNA guidelines the project will be negotiated with one firm.

ARTICLE 3: GENERAL INFORMATION / REQUIREMENTS

3.1 ELIGIBILITY OF PROPOSER

To be eligible to respond to this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully



provided services similar magnitude as those specified in SECTION III. STATEMENT OF WORK of this solicitation to at least one city similar in size and complexity to the City of North Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

3.2 PRE-QUALIFICATION CONFERENCE

The City may will hold a pre-qualification conference for this project. The information regarding such meeting will be noted on the second or advertisement page of this document.

3.3 QUESTIONS AND ADDENDA ON THIS SOLICITATION

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the Procurement contact person listed on page 2.

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website (www.nlauderdale.org) and DemandStar (www.demandstar.com) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

If you have received this RFQ packet from a source other than directly from the Demand Star or the City of North Lauderdale's website and you are not registered with Demand Star. All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this project. Any questions should include in the subject line "21-03-415 – Design Services for City Hall Renovation Project".

No negotiations, decisions or actions shall be initiated by the proposer as a result of any discussions with a CITY employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from proposers, which submitted by email in writing, will be recognized by the CITY as duly authorized expressions on behalf of the proposer.

3.4 MISTAKES WITHIN RFQ

Proposers are cautioned to examine all terms, conditions, specifications, Statement of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

3.5 SUBMISSION OF THE PROPOSAL

The Responding firm is directed to submit all proposals online through Demand Star: [NORTH LAUDERDALE](#) no later than the date and time specified on the 2nd page of this solicitation document. Proposals will not be considered and cannot be entered online after

the above-referenced closing date. The City will not be responsible for a late proposal due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this RFQ. Unless otherwise specified, the Responding firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language. All prices, terms and conditions proposed in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar

3.6 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's Selection Evaluation Committee (SEC) is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.

3.7 REJECTION OF PROPOSALS

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

3.8 WITHDRAW OF PROPOSALS

Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response through DemandStar. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.

ARTICLE 4: MINIMUM SUBMITTAL REQUIREMENTS

4.1 FORM OF PROPOSALS

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks completed and filled in. Incomplete forms may be rejected by the Purchasing and Contracts Division as non-responsive. Proposal packages must be submitted electronically through DemandStar by the due date and time outlined on the second page of this RFQ. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response.

4.2 COMPLETION OF REQUIRED FORMS

All responses must comprehensively cover all items for which responses are asked and no other.



4.3 SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RFQ

The following is a summary of documents required to be submitted, or agreed to electronically for this RFQ. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror’s cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City’s request to be considered responsive:

- Letter of Transmittal
- Qualifications of Proposer
- Required Narratives responding to requirements outlined in the Scope of Work/Specifications
- Certification Forms
- Offeror’s Response to Questions & References
- Vendor Drug Free Workplace Requirement
- Non-Collusive Affidavit Form
- Scrutinized Companies Requirement
- Proof of applicable insurance
- Copies of all current applicable professional license(s)
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.
- Completed Standard Form-330 Architect/Engineer Qualifications.

4.4 REFERENCES

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaint. Proposer’s submission of a bid constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

4.5 INSURANCE REQUIREMENTS

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the Request for Proposal. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide”, published by A.M. Best Guide.

Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

 X Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage,



personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- Bodily Injury:
 - Each occurrence \$1,000,000
 - Annual aggregate \$1,000,000
- Property Damage:
 - Each occurrence \$1,000,000
 - Annual aggregate \$1,000,000
- Personal Injury:
 - Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

X Workers’ Compensation and Employers’ Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Contractor shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers’ Liability: Coverage B
 - \$100,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$100,000 Disease – Each Employee

If Contractor claims to be exempt from this requirement, Contractor shall provide City proof of such exemption along with a written request for City to exempt Contractor, written on Responder’s letterhead.

Yes No



X ___ Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the latter of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

X ___ Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

- A. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
- C. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000

Yes No

X ___ If Contractor requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence. Need approval specs

Yes No

___ X **ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

ARTICLE 5: EVALUATION METHODOLOGY AND CRITERIA

5.1 EVALUATION METHODOLOGY AND CRITERIA

A Selection Evaluation Committee (SEC) will be created and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the SEC.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion or oral presentations. Hence, proposals



should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

Evaluation Points shall be assigned to each proposer by each member of the SEC. The highest-ranked firms may then be short-listed and may be asked to provide oral presentations. In the event that no oral presentations are required, the weighted scoring criteria shall serve as the final determination of rank, and the highest-ranked firm(s) will be awarded for each category herein.

When oral presentations are requested for short-listed firms, the SEC, after presentations, (as applicable), will be assigned a final score, with the highest-ranked firm or firms moving forward to the negotiation phase if required. Upon completion of oral presentations as may be required, the SEC reserves the right to make the decision for the final recommendation for award utilizing one of the following scoring methods:

- A. Use the original criteria-based weighted scoring requiring the Committee to re-score each proposal using the original weighted criteria;
- B. Addition of an additional scoring component to comparatively score the quality of the proposer's oral presentation; or
- C. A singular comparative ranking of each finalist whereby the highest-ranked firm would be ranked as "#1", or 1st place, the second-highest firm would be ranked as "#2", or 2nd place, and so on for each of the finalist firms. The firm ranked as #1 would then be recommended to receive the contract award. Note: This method will be the City's default methodology for final scoring.

Upon successful negotiation, a recommendation for an award will be considered by the City of North Lauderdale Commission. No work on this project shall proceed without written authorization from the City.

The City reserves the right to enter into contract negotiations with the selected Proposer or Proposers. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer at the direction of the Commission. No Proposer shall have any rights against the City arising from such negotiations.

5.2 WEIGHTED CRITERIA / BEST VALUE SCORING

The City's evaluation criteria may include, but shall not be limited to, the criteria outlined below. The City may also use a Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See PROPOSAL EVALUATION CRITERIA AND METHODOLOGY for Actual Evaluation Criteria and Weights**):

- **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory]**.

This refers to the adherence to all conditions and requirements of the Request for Proposals.

- **Quality of Response**

Clearly demonstrated understanding of the work to be performed.



- A. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- B. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.
- C. Management demonstrates sufficient focus and ability to successfully direct work teams and other staff to perform under this agreement in a consistent and professional manner in conformance with the individual Scope of Work for each set of tasks as defined herein.
- D. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required property maintenance schedules.

- **Services to be Provided and Quality Control**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

- **Managerial Capacity and Relevant Experience**

Offeror's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. The criteria shall include:

- A. The firm's experience and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- B. Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
- C. Reference information gathered from other entities regarding the past experience of the firm; and
- D. Other areas addressed in the *Scope of Work* herein.

- **Proposed Costs.** Offeror's price and cost proposals. – Not Applicable

This refers to the proposed schedule included in the RFQ. Each location has a separate charge. The City reserves the right to award to more than one vendor if seen in the City's best interest. **(Please note that price is only one factor for consideration of award).**

- **Local Vendor Preference.** (Applicable, if not prohibited by Local, State or Federal Grant funding provisions.)

Definition: A "Local Vendor" is defined as the following:

- A. **LOCAL BROWARD COUNTY VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the



city within Broward County where the business resides.

- B. LOCAL NORTH LAUDERDALE VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from the City of North Lauderdale.

The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location.

Process: For bid evaluation purposes, vendors that meet the definition of local Broward County or local North Lauderdale vendor, as defined above, shall be given preference applied to their bids or proposals for commodities, services, and construction. Local North Lauderdale vendors shall be given five percent (5%), and local Broward County vendors shall be given two-point-five percent (2.5%).

- **City's Right to Use Best Value Scoring.**

As an alternative to using the weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the SEC to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

- **Best and Final Offer.**

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

5.3 ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- Acceptable;
- Potentially Acceptable – Proposal is reasonably susceptible of being made acceptable; or
- Unacceptable -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.

5.4 AWARD RESERVATIONS

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth in SECTION III – STATEMENT OF WORK. The City of North Lauderdale reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

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SECTION III STATEMENT OF WORK

Definition: A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firms as indicated by the STATEMENT OF WORK, herein.

1. INTRODUCTION / PURPOSE

The City of North Lauderdale is seeking to engage qualified architecture led teams (CONSULTANTS) to submit qualifications for the design of the renovation of City Hall along with all associated construction management services. CONSULTANT will also be required to perform investigation, evaluation, design, permitting, bidding assistance and construction administration services for this project. City Hall is located at 701 SW 71st Ave North Lauderdale FL, 33068. This project will be procured in accordance with CCNA guidelines the project will be negotiated with one firm.

2. PROJECT LOCATION

The project site is located at 701 Southwest 71st Ave, North Lauderdale, FL 33068 which is the existing which is the existing City Hall (see attached Exhibit B – project location map).

3. SCHEDULE OF EVENTS

The schedule of events related to this Request for Qualifications (RFQ) shall be as follows:

RFQ Document issued	<u>March 28, 2022</u>
Pre-Qualification Meeting	<u>April 28, 2022 @ 10:00 AM</u>
Deadline for Written Questions	<u>May 3, 2022 @ 3:00 PM</u>
Deadline for Receipt of Qualifications	<u>May 12, 2022 @ 3 PM EDT</u>
Evaluation of Proposals	<u>May 2022</u>
Presentations by Short-listed Proposers	<u>Spring 2022</u>
Final Ranking of Firms	<u>Spring 2022</u>
Negotiations	<u>Summer 2022</u>
Submittal of Pricing	<u>Summer 2022</u>
Final Negotiation (BAFO)	<u>Summer 2022</u>
Contract Effective	<u>Immediately Upon Award</u>

All dates are tentative. City reserves the right to change scheduled dates.

4. LICENSES AND CERTIFICATIONS

To be eligible for award of this contract, all Design Team firms must possess at time of RFQ closing, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency. This requirement will be placed on the lead, with the understanding that the team will be required to hold both licenses



State: Department of Business and Professional Regulation Board of Architecture & Interior Design: Architect Corporation License

AND

State: Florida Board of Professional Engineers (FBPE): Certificate Authorized under the provision of Section 471.023 Florida Business Statues, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statues.

Occupational license must be in effect as required by Florida Statute §205.065.

5. PROJECT OUTLINE

The scope of work shall include the design, permitting, bidding assistance and construction administration services for the City of North Lauderdale's City Hall Renovation Project.

6. SCOPE OF WORK

The Architectural and Engineering Services will require (Phase 1) consist of programming, design development, engineering evaluation and study related to the Scope of Work contained herein. Other services will be phased, with, at the City's option, the final design (Phase 2) and construction administration (Phase 3) potentially awarded to the selected vendor with separate authorizations.

The services required include but are not necessarily limited to a variety of improvements, including but not limited to the following:

- Design Internal Improvements to the Existing 31,456 SF two-story building including BSO;
- Expansion of the building to enclose the breezeway and add a second floor above the BSO office;
- Security Upgrades, including co-location of all public functions;
- Incorporation of all existing projects, including the window retrofit, City Hall/BSO roof replacement project and the upgrade of all electrical panels; and
- Site improvements related to aforementioned work.

This work will be located at the site of the existing City Hall Site on Rock Island Road. Special consideration will be given to design teams with experience in Municipal buildings, structural upgrades, and security upgrades. The City is also interested in design aspects to enhance "green" characteristics of all new and renovated structures included in this project. The City's budget for this project, inclusive of design fees, is Ten million dollars (\$10,000,000). The City plans to utilize the design-bid-build procurement method for this project.

Design shall be completed in accordance with the latest editions of all applicable Federal, State, County, and City codes/regulations, including but not limited to, the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), National Fire Protection Association (NFPA), Broward County Environmental Protection and Growth Management Department, City of North Lauderdale Code of Ordinances, City of Broward County Standard Engineer Details and industry standards if greater than code requirements. If a conflict between any Codes, Regulations, Standards and Criteria is detected, the most stringent shall apply.

The Building shall be a hardened structure; constructed in accordance with the Seventh Edition (2020) Florida Building Code, Section 1620.2 – Risk Category IV Building and Structure: 180 MPH (Table 1604.5 Risk Category IV).



The design shall be completed in accordance with the latest edition of all applicable Federal, State, and local regulatory requirements and codes including, but not limited to, the Seventh Edition (2020) Florida Building Code and the Seventh Edition (2020) of the Florida Fire Prevention Code and all referenced standards which also incorporates the ASCE 24-05 for Flood Resistant Design and Construction, requiring all new structures designated as essential facilities including, but not limited to, "Fire, Rescue, Ambulance and Police Stations and Emergency Vehicle Garages" to have the elevation of the lowest floor to be two (2) feet above the BFE (base floor elevation) or DFE (design floor elevation), whichever is higher; the National Fire Protection Association; the Florida Fire Prevention Code; the City of North Lauderdale Land Development Code; the City of North Lauderdale Code of Ordinances; and Broward County Code of Ordinances.

The building shall be designed and certified to comply with a sustainable building rating system or a national model green building code. The facility will not be certified; however, the facility shall be constructed to a minimum sustainable building rating system or national model green building code that meets the current Florida Statute. Furthermore, the project's principal Designer must attest to this rating system, in a brief narrative to be approved by the City Commission.

Sanitary sewer, potable water and storm water drainage infrastructure is currently available within, and adjacent to, the existing project site; however, this infrastructure must be rerouted, relocated, and/or extended to provide necessary services to the proposed city hall building.

The aforementioned existing city hall is active and will remain fully functional throughout the duration of this project. At no time shall the existing city hall operations be impacted by the construction of the new hardened facility. Existing life safety egress shall remain or be relocated and maintain compliance with exiting distances and fire protection.

The City's schedule for design portion of this project is Three Hundred Sixty-Five (365) calendar days from award of contract to the start of bidding through the City's competitive bidding process. This duration does not include bidding or construction administration services. The completion date for the design and permitting must be completed by April 1, 2024.

7. COMPETENCY AND MINIMUM QUALIFICATIONS OF RESPONDER

7.1 Statements of Qualifications will only be considered from firms which are regularly engaged in the business of providing services as described in this RFQ and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFQ. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

7.2 The responder shall submit the following information with the Statement of Qualifications. This information, along with any other data the City considers pertinent will be used in determining if the responder is qualified to provide the work specified.

- A. County Business Tax Receipt where the business is located (included with the response).
- B. Business Tax Receipt for the City of North Lauderdale (needed before the agreement is issued).



- C. Copy of State of Florida or County Competency license (to be included with response).
- D. Completed Standard Forms-330 Architect/Engineer Qualifications for previous projects.

8. PROFESSIONAL SERVICES NEGOTIATIONS AND FEES

- 8.1** The City anticipates negotiating scope and fee for one or more Phases with the one (1) selected firm utilizing the City's Professional Services Consulting Contract template. As this is a project defined in F.S. 287.055(2)(f), the project will be negotiated with one (1) firm. In accordance with F.S. 287.055 (4), project award and fees/method of payment will be made as follows:
- a. The City will generate a preliminary scope of work on for Phase 1 Services.
 - b. The City will contact the firm under the professional services contract for this work to obtain a proposal and the City will negotiate compensation for professional services that is fair, competitive and reasonable.
 - c. If the negotiations are not acceptable to the City, the City will issue a separate formal solicitation and follow the selection and negotiation process in accordance with F.S. 287.055.

9. MINIMUM REQUIREMENTS

Proposals will be considered from qualified firms whose experience includes successful work in the industry.

- 9.1** The consultant must have on staff architects and/or engineers, as required by the requirements of the Statement of Work (SOW), with knowledge of all applicable Federal, State and County standards and requirements needed to develop design plans, specifications, cost estimates, site inspections and project management as applicable.
- 9.2** The Architects, Engineers & Surveyors must be licensed to practice in the State of Florida.
- 9.3** Firm must possess at least **five (5)** years of considerable relevant experience in design and implementation of a wide variety of Governmental Projects.
- 9.4** Proposals will be considered from qualified firms whose experience includes successful work in the industry.
- 9.5** Completed Standard Form-330 Architect/Engineer Qualifications.
- 9.6** All required Standard City Forms as outlined in the Instructions to SECTION II INSTRUCTIONS TO OFFERORS FOR QUALIFICATIONS

10. PROCESS OF CONCEPTUAL DESIGNS AND CONTRACT ADMINISTRATION

Required designs shall be developed with the input of City of North Lauderdale Commission and staff, various City Boards and Committees, as well as area residents and other interested individuals and groups. The time for these activities shall be included in the selected firm's proposal to City. All plans required shall be developed on AutoCAD's latest version and a reproducible hard copy as well as a digital copy of plans in the requested format provided to City.

11. REQUIREMENT OF CONSULTANT

- 11.1** Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience



and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for City.

- 11.2 Consultants shall invoice City monthly for each assigned project. Each properly completed invoice shall identify the project, detail the contract price, payments made to date, percentage of completion of the project, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment. They shall identify the name and title of personnel who worked on the project. Reimbursable items shall be listed individually, with supporting documentation attached to the invoice.

12. COMMITTEE REVIEW

- 12.1 To begin the Firm selection process, the City will appoint at least five (5) persons to evaluate the qualifications of all interested Firms. That evaluation will be made by such persons, who will be appointed by the City Manager to act as a Selection Committee (“Committee”) on behalf of the Commission City. The evaluation by the Committee shall consist of the ultimate identification, selection and recommended ranking of Firms determined by the Committee to be the most qualified to perform the services, based upon a review of all of the interested Firms’ professional qualifications, their availability to meet both the City’s needs and its scheduling requirements and an analysis of the past work of each Firm (including partners, members or both).
- 12.2 Each firm should submit the requested documents with their proposal that evidence capability to provide the services required for Committee review for short-listing purposes. The short-listed firms may be contacted to provide an oral presentation to the Evaluation Committee as may be required toward final selection. Members of the Committee will then request execution of the Form Agreement with the highest ranked firm(s), for recommendation of award to the City Commission.
- 12.3 The City reserves the right to short-list the number of highest ranked A/E/S firms that it deems in the best interest of the City. However, in all cases, the weighted scoring criteria for selection contained in this RFQ, shall be the basis of selection. The City reserves the right to not require oral presentations in the event that the Evaluation Committee feels that there is sufficient clarity provided by the individual written presentations.
- 12.4 The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services, and the selection of at least three (3) of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.
- 12.5 The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references. This process may be repeated until one of the Firms ranked and recommended to the Commission by the Committee is selected. The City reserves the absolute right to terminate the selection process at any time and to revise City procedures, subject to the requirements of applicable law.

Criteria Max Points

Criteria	Max Points
Experience and Ability (35 points)	35
Operational Plan (25 points):	25
Previous Project Experience (25 points):	25



Financial Capability (10 points):	10
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5
Local Vendor Preference (5 points):	5
Oral Presentations	25
TOTAL MAXIMUM POINTS	130

- 12.6 The weighted criteria provided above, is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the Evaluation Committee during the short-list and final ranking process. The Committee shall be the sole judge as to the number of firms ultimately recommended for award for these continuing services.
- 12.7 Short-listed proposals may be selected for an interview/presentation prior to recommendation of award. As the best interest of the CITY may require, the right is reserved without prejudice to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.
- 12.8 The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public in and conducted in accordance with the requirements of Florida Statutes 286.0113 “General Exemptions from Public Meetings”.
- 12.9 In the event a score, **for an individual evaluator**, results in a tie, the ranking for the tied vendors will be broken **based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).
 - a. In the event the score still results in a tie, the ranking for the tied vendors will be broken **by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**, as outlined in Florida Statute 287.087.
- 12.6 **CONTACT WITH PERSONNEL OF THE CITY OF NORTH LAUDERDALE OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

13. PROPOSAL REQUIREMENTS



- 13.1 Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

a. Tab 1 - Standard Form 330 (Parts I and II)

The Standard Form 330 has been included in this RFQ. Firms shall complete both Part I and II of the Standard Form 330 for projects completed within the past five (5) years so that the City can obtain adequate information for this RFQ.

b. Tab 2 - Certified Minority Business Enterprise

Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD"). If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")

c. Tab 3 - Firm's Understanding and Approach to the Work:

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. A letter expressing the interest of the Firm in performing the work.
2. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
3. Please clearly describe all aspects of the project proposed.
4. Include details of your approach and work plans.
5. Identify any issues or concerns of significance that may be appropriate.
6. A Statement of Qualifications, to include copies of résumés, professional and business licenses, letters of reference, and any other information deemed pertinent by the Firm relating to its particular qualifications to perform the services.
7. Organizational charts, to include a staffing plan which identifies key personnel to be assigned to perform the services, including the length of tenure of such personnel with the Firm.
8. Identification of principals and the place of residence of each of the principals of the Firm.
9. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of City of North Lauderdale.

d. Tab 4 - Willingness to meet budget and timeline requirements:



Please advise if your firm is willing to meet the following time and budget requirements.

1. **Budget:** The City's budget for this project, inclusive of design fees, is Ten million dollars (\$10,000,000).
2. **Timeline:** The City's schedule for design portion of this project is Three Hundred Sixty-Five (365) calendar days from award of contract to the start of bidding through the City's competitive bidding process. **Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.**

e. **Tab 5 - Location:**

Please provide the address and the primary location on where work will be performed by your firm for this project. If services will be performed by different offices (such as a joint venture) provide a location for each firm.

f. **Tab 6 – Financial Information:**

1. **Financial Stability:** The Firm shall demonstrate financial stability. Firm shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Bids shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include at a minimum, a balance sheet, an income statement and statement of cash flows.
2. **Financial Statement:** The Firm shall include a copy of its latest audited financial statements. If the Firm is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Firm does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

14. PROHIBITION AGAINST CONTINGENT FEES

14.1 In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

- a. The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over \$195,000** (*the threshold amount provided in s. 287.017 for CATEGORY FOUR*), the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that



wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

- b. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.
- c. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

15. ADDITIONAL COMMITTEE REVIEW CONSIDERATIONS

- 15.1** The following is the list of criteria, procedures and standards, which the Committee, in its evaluation of qualifications from Firms interested in providing the Services, will consider:
- a. The qualifications and credentials of each Firm.
 - b. Certification that the Firm is not barred from performing the services by operation of the Florida Public Entity Crimes law.
 - c. Statement of complete history of citations, violations (including notices of same) and litigation involving public contract disputes and the ultimate disposition and current status of all of the foregoing. The Firm shall provide a summary of any litigation or arbitration that the Firm, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving:
 - any public entity for any amount, or
 - any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of each case, the outcome or projected outcome and the monetary amounts involved. The City may disqualify any Proposer if it determines in its sole discretion that a Firm is excessively litigious.
- 15.2** The foregoing list is intended to inform interested Firms, before competitive qualifications are sought by the City, of the considerations which will be used to evaluate qualifications submitted by Firms qualified to perform the work.

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EXHIBIT “A” – PHASE 1 SCOPE OF WORK

Existing Building Investigation:

1. Architectural
 - a. Verify, measure and prepare accurate base building floor plans for the existing building. A current base drawing for all team members to use and work with throughout the project. This will result in more accurate evaluation as we proceed in the programming, budgeting and design phases of the project.
 - b. Meet with the City Manager and Public Works Department to conduct a detailed review of the existing building and current operations.
 - c. Show all offices and department locations on the floor plans.
 - d. Accurately show building elements for Code and ADA compliance.
2. Structural
 - a. Review any existing structural drawings from all previous phases of building construction.
 - b. Prepare a wind analysis of the existing structure for existing loads and future loads.
 - c. Evaluate the existing structure for compliance to current code required wind loading for essential facilities.
 - d. Conduct field visits to verify existing structural connections and conditions. The City shall provide personnel to remove and repair existing building finishes allowing for the visual inspections of structural connections as required by our structural engineer.
 - e. Prepare a final report and analysis for review by the City.
3. MEP Engineering
 - a. Mechanical
 - i. Field review and verify the existing equipment.
 - ii. Interview City maintenance personal on the existing equipment and current performance of the equipment.
 - iii. Review City provided documentation that relates to the equipment and its maintenance.
 - iv. Determine usability and upgrade requirements which may be required for new facility.
 - v. Review the remaining life cycle for the existing equipment.
 - vi. Coordinate the findings with the proposed future needs of the building.

- b. Electrical
 - i. Field review and verify the existing equipment,
 - ii. Interview City maintenance personal on the existing equipment.
 - iii. Review City provided documentation that relates to the equipment and its maintenance.
 - iv. Calculate main service loads and available capacity.
 - v. Review existing emergency generator system and loads.
 - vi. Coordinate the findings with the proposed future needs of the building.
 - c. Plumbing
 - i. Determine existing supply conditions.
 - ii. Request and review testing and filming of existing main sewer lines to determine existing conditions for future use.
4. Civil Engineering
- a. Review site conditions and drainage systems.
 - b. Request and research existing permits and restrictions.
 - c. Determine what soil testing maybe required. Any testing costs will either be paid for by the City or billed as a reimbursable expense.

Programming:

- 1. City Hall
 - a. Determine existing staffing and department distribution in the existing building.
 - b. Determine staffing needs now and in the future.
 - c. Determine any new services required.
 - d. Determine space needs and related square footages.
 - e. Prepare preliminary space location diagrams and relationships.
 - f. Evaluate the existing building layout to determine how it relates to what is desired based on the information determined in items "a" through "e" above.

Budget Development:

- 1. Verify the budget with the City.
- 2. Review the results of the above items (building investigation & programming) to determine how they relate to the overall budget of the project.
- 3. Prepare a general square foot budget analysis for the different uses of the building.
- 4. Determine possible future costs that may be handled in the future.



5. Rework the program and budget in order to achieve the City's goals for the project.

Phasing Development:

1. Develop Phasing plan for improvements including existing operations.
2. Prepare plans for existing operational functionality during construction.
3. Provide options for potential temporary work spacing to expedite project or lower overall project costs.

Charrette Meeting

1. Formulate all the information from above into a presentable format. There will be a minimum of five (5) public meetings.
2. Conduct a 4-hour Charrette meeting with key City Staff and City Commissioners to review all information and the conceptual solutions. There will also be five (5) separate meetings with all five (5) elected officials. Minimum of one hour each. Additional meetings may be required.
3. Build an agreed upon way to proceed from the stake holders, based on having all the facts and design professionals all in the room at the same time. Each elected official will have a public meeting at the proper location and these meetings will be integrated into the scope.
4. This provides a means for all parties to provide input and "buy-in", so as the project proceeds all will understand why it is proceeding in that way.

Additional Services

1. All positions proposed should include an hourly rate for future assignments in order to set a baseline for additional services if required.
2. Final Design, Permitting, Procurement and Construction Phases will include additional scope to be negotiated in the future.
3. Provide a detailed breakdown of all proposed costs by task.
4. Provide a detailed schedule showing the duration of each task, include time for City review and comment.

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EXHIBIT "B" – CITYHALL MAP



