### Solicitation PNC2114364P1

# Continuing Eng. Services for Transportation & General Civil Engineering Projects

**Bid Designation: Public** 



**Broward County Board of County Commissioners** 

#### Bid PNC2114364P1

## Continuing Eng. Services for Transportation & General Civil Engineering Projects

Bid Number PNC2114364P1

Bid Title Continuing Eng. Services for Transportation & General Civil Engineering Projects

Bid Start Date In Held

Bid End Date Dec 6, 2017 5:00:00 PM EST

Question &

Answer End Date Nov 27, 2017 5:00:00 PM EST

Bid Contact Danea Cohen-Ebanks

Purchasing 954-357-6317

dcohen@broward.org

Bid Contact Carolyn Messersmith

954-357-5857

cmessersmith@broward.org

Contract Duration 3 years

Contract Renewal 2 annual renewals
Prices Good for Not Applicable

**Bid Comments** 

Scope of Work: Broward County Highway Construction and Engineering Division is seeking up to two qualified firms to provide Continuing Engineering Services for Transportation and General Civil Engineering Projects as outlined in the attached detailed Scope of Work. The overall purpose of the this project is to have professional engineering and related services for transportation and general civil engineering projects which includes all engineering specialties necessary and related to the design, construction and construction management of these projects. At the discretion of the County, the Director of Purchasing may recommend to the Evaluation Committee to short list the vendors prior to the Final Evaluation.

Florida Statute: Pursuant to Florida Statutes, Chapter 287.055, the Consultant Competitive Negotiation Act (CCNA) applies to this solicitation. In a CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firm.

**Goal Participation:** This Solicitation includes Broward County certified County Business Enterprises (CBE) goal of 21%. Refer to the Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

**Questions and Answers:** The County provides a specified time for vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Submittals: Vendor <u>must</u> submit its solicitation response electronically and must confirm its submittal in BidSync in order for the County to receive a valid response through BidSync. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Refer to the Purchasing Division's website or contact BidSync for submittal instructions. Vendors are encouraged to submit their responses in advance of the date and time specified in the solicitation. In the event a vendor is having difficulty submitting its response through BidSync, immediately notify the assigned Purchasing Agent and then contact BidSync for technical assistance.

#### Item Response Form

Item PNC2114364P1--01-01 - PNC2114364P1

Quantity 1 each

Prices are not requested for this item.

Delivery Location Broward County Board of County Commissioners

No Location Specified

Qty 1

#### Description

Pursuant to Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act, price will not be considered in the final evaluation and rating of the qualified firms.

# SCOPE OF SERVICES CONTINUING ENGINEERING SERVICES FOR TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS

The Broward County Highway Construction and Engineering Division is requesting professional engineering and related services for transportation and general civil engineering projects with construction costs estimated at two million dollars (\$2,000,000) or less. The scope of services shall include all engineering specialties necessary and related to the design, construction and construction management of these projects. All the work shall comply with the County, State and Federal roadway, civil and ancillary facilities building standards as may be applicable.

#### 1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Records research and data collection
- Field site visit and review of project requirements and constraints
- Right-of-way engineering
- Project Development and Environmental (PD&E) Studies
- Highway Design Roadways
- Highway Design Drainage
- Stormwater pollution prevention plans
- Highway Design Bridges including Movable Bridge Design
- Miscellaneous structures design
- Bridge Inspection including Movable Bridge Inspection
- Plans Review
- Traffic Data Collection
- Traffic Engineering and Operations Studies
- Traffic signalization design
- Maintenance of Traffic design
- School zone flasher design
- Lighting design
- Traffic communications systems design and/or implementation
- Intelligent transportation systems design
- Public involvement activities
- Permitting
- Surveying and Mapping
- Soil Exploration, Material Testing and Foundations
- Sub-surface Utility Engineering (SUE)
- Utility Coordination
- Environmental engineering
- Construction Engineering Inspections
- Engineering Construction Administration and Management
- Architecture
- Landscape Architect
- Construction cost estimating
- Bid and contract award
- As-built records engineering
- Construction Planning Services
- CPM Scheduling
- Value Engineering

The general objective is for the CONSULTANT to provide the engineering, design and related services for each Work Authorization negotiated in accordance with the contract requirements. The CONSULTANT shall prepare detailed scope of services of each work authorization prior to negotiation and revise as needed without compensation.

The final scope of services shall be established on a work authorization basis. The tasks described in the work authorizations scope of services shall include pertinent design or reference manuals that are necessary to define the requirements of the work. These items will be mutually agreed upon by both the COUNTY and the CONSULTANT. All plans and design documents are to be prepared with Standard English values in accordance with all applicable COUNTY, FDOT, and Federal Highway Administration (FHWA) manuals and guidelines.

The CONSULTANT shall be aware that as a project work authorization is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s). The COUNTY shall have the final determination and approval for any amendments to any work authorization or to the contract agreement.

The CONSULTANT shall demonstrate good project management practices while working on this contract. These practices include communication with the COUNTY, and others as necessary, management of time and resources, and proper documentation. The CONSULTANT shall set up and maintain throughout the design of any work authorization a contract file in accordance with FDOT procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work negotiated under this contract. The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans and during project implementation or the construction management services provided by the CONSULTANT. The COUNTY will provide job specific information and/or functions as outlined in the contract.

County shall request task/services as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. County, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

#### 2. ENGINEERING DESIGN AND RELATED SERVICES

The overall work will consist of a number of work authorizations for the completion of various engineering designs and preparation of contract documents, field deployments, construction inspection, and related services with regards to the assigned projects. The specific projects will be identified in each year of the contract based on a priority established at the time by the COUNTY. Overall, the projects will include those types of services required for the types of projects listed above. If construction management services are required these work authorizations may be included as a separate and subsequent phase to the design services or they may be separate work authorizations negotiated independently as standalone projects.

The CONSULTANT shall investigate the status of each assigned work authorization project and become familiar with the existing site conditions, contract requirements, deliverables, and commitments regarding schedule in order to enter into negotiations with the COUNTY.

The CONSULTANT shall use the approved project scope of services design concepts, types of services required as a basis for the work authorization unless otherwise directed by the COUNTY. The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract at the time the work order is issued.

Consultant or sub-consultant shall expect work form the following FDOT Work Group/Activity:-

- 2.1 Project General and Roadway/Highway Design (Activity 3, 4 and 5) (On applicable Work Authorizations)
- **2.2 Drainage (Activity 6.0)** (On applicable Work Authorizations)
- 2.3 Utilities Coordination (Activity 7.0) (On applicable Work Authorizations)
- **2.4** Permits (Activity 8) (On applicable Work Authorizations)
- **2.5 Structures (Activities 9.0 18.0)** (On applicable Work Authorizations)
- 2.6 Signing and Pavement Markings (Activity 19.0 & 20.0) (On applicable Work Authorizations)
- 2.7 Signals (Activity 21.0 & 22.0) (On applicable Work Authorizations)
- **2.8 Lighting (Activity 23.0 & 24.0)** (On applicable Work Authorizations)
- 2.9 Landscape Architecture (Activity 25.0 & 26.0) (On applicable Work Authorizations)
- **2.10** Survey (Activity 27.0) (On applicable Work Authorizations)
- **2.11** Photogrammetry (Activity 28.0) (On applicable Work Authorizations)
- **2.12** Mapping (Activity 29.0) (On applicable Work Authorizations)
- 2.13 Terrestrial Mobile LiDAR (Activity 30.0) (On applicable Work Authorizations)
- **2.14** Architecture (Activity 31.0) (On applicable Work Authorizations)
- **2.15** Noise Barriers (Activity 32.0) (On applicable Work Authorizations)
- 2.16 Intelligent Transportation Systems/Signalization Engineering Improvements (Activities 33.0 and 34.0) (On applicable Work Authorizations)
- **2.17 Geotechnical (Activity 35.0)** (On applicable Work Authorizations)

#### 3. PROJECT CONSTRUCTION MANAGEMENT SERVICES

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract at the time the work order is issued. The scope of work for the construction engineering and inspection (CEI) shall include the types of services required for the task order being negotiated, and may include the following:

- Management of CEI contract assignments
- Issue Identification and resolution
- Project communications, coordination and documentation
- On-site inspection
- Contract administration
- Permit monitoring
- Public concerns coordination
- Construction cost and schedule control
- Materials sampling and testing
- Engineering services
- Geotechnical engineering services
- Review of construction documents
- Certification of interim and final estimates
- Review of contractor invoices
- Post construction claims review
- Shop drawings review and processing
- Request for Information (RFI) review and processing
- Change Order review and processing
- Value Engineering

#### 4. PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed for each approved and negotiated work authorization, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT scheduled activities required to meet the current COUNTY production date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for COUNTY review time for each phase and other submittals as appropriate.

All fees and price proposals are to be based on the negotiated schedule for final plans production, network implementation, and/or construction schedules for CEI services. Periodically, throughout the life of any assigned project, the schedule and payout curves shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the work concept and progress to date. The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report. The schedule shall be submitted in Microsoft Projects, Suretrak, Primavera, or system compatible format.

#### 5. SERVICES TO BE PERFORMED BY THE COUNTY

- When appropriate the COUNTY will provide project data currently on file.
- Provide letters of authorization designating the CONSULTANT as an agent of the COUNTY
- Provide phase reviews of plans and engineering documents.
- Furnish COUNTY agreements with Utility Agency Owner (UAO), as available.
- Provide all information that may come to the COUNTY pertaining to future improvements.
- Attend scheduled meetings with the consultant to discuss project requirements, issues, schedules, documents, etc.

#### 6. PROJECT COMMON/ GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

<u>Cost Estimates</u>: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required plans submittals.

<u>Technical Special Provisions</u>: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. All modifications to sections must be justified to the COUNTY to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the COUNTY for review at the time of plans review submission to the COUNTY. The Technical Special Provisions will be reviewed for suitability in accordance with the COUNTY standards and FDOT Handbook for Preparation of Specification Package.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

<u>Technical Meetings</u>: Includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as management meetings, design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

The CONSULTANT shall also meet with the COUNTY to review the Project scope as well as to discuss any possible right-of-way and/or environmental concerns and overall Project feasibility. In addition, the CONSULTANT shall coordinate with applicable environmental agencies.

<u>Quality Assurance/Quality Control</u>: It is the intention of the COUNTY that design CONSULTANTS are held responsible for their work and their subconsultants, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants.

The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Plans Preparation Manual, that state and federal design criteria are followed with the COUNTY concept, and that the CONSULTANT submittals are complete. The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and sub-consultants under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract.

The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project.

The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

<u>Independent Peer Review</u>: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

<u>Supervision</u>: Includes all efforts required to supervise all technical design activities, field implementations, and construction management services provided.

<u>Coordination</u>: Includes all efforts to coordinate with all disciplines of a project to produce a final set of construction documents, to finalize signal or network implementation, or to provide construction engineering and inspection.

<u>Contract Maintenance</u>: Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

#### 7. PROJECT REQUIREMENTS

<u>Liaison Office:</u> The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project(s). While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of any work authorization issued under this agreement remain with the COUNTY Contract Administrator and Project Manager.

<u>Key Personnel:</u> The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

<u>Progress Reporting:</u> The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

<u>Correspondence</u>: Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

<u>Professional Endorsement:</u> The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

<u>Computer Automation:</u> Projects will be developed utilizing Computer-Aided Drafting and Design (CADD) systems, as appropriate. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual and any COUNTY requirements. The CONSULTANT will submit final documents and files as described therein and as required by the COUNTY's Project Manager.

<u>Coordination with Other Consultants:</u> The CONSULTANT is to coordinate its work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

#### 8. INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation identified for each work authorization at the time of negotiations. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

## Standard Instructions for Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

#### A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

#### 1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

#### 2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

#### B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

#### 1. Litigation History

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  - A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

#### 2. Financial Information

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
  - i. Balance sheets, income statements and annual reports; or
  - ii. Tax returns; or
  - iii. SEC filings.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of nonresponsiveness by the Director of Purchasing.

#### 3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

#### 4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the Affiliated Entities of the Principal(s) Certification Form.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other

means of control, including but not limited to a subsidiary, parent or sibling entity.

c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

#### 5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

#### C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

#### 1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

#### 2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. Cone of Silence Requirement Certification
- b. Drug-Free Workplace Certification
- c. Non-Collusion Certification
- d. Public Entities Crimes Certification
- e. Scrutinized Companies List Certification

#### 3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

#### D. Standard Agreement Language Requirements

- 1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
- 2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
- 3. Vendors are required to review the applicable terms and conditions and submit the Agreement Exception Form. If the Agreement Exception Form is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
- 4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying

a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### E. Evaluation Criteria

- The Selection or Evaluation Committee will evaluate Vendors as per the Evaluation Criteria.
   The Vendor must provide responses to the Evaluation Criteria using the Evaluation Criteria Response Form. The County reserves the right to obtain additional information from a Vendor.
- 2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
- 3. For Request for Proposals, the following shall apply:
  - a. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - b. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:

(Lowest Proposed Price/Vendor's Price) x (Maximum Number of Points for Price) = Price Score

- c. After completion of scoring, the County may negotiate pricing as in its best interest.
- 4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
  - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
  - b. The Selection or Evaluation Committee will either:
    - i. Rank shortlisted firms; or
    - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

#### F. Demonstrations

If applicable, as indicated in **Special Instructions to Vendors**, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD, flash drive or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

#### G. Presentations

If applicable, as indicated in **Special Instructions to Vendors**, all Vendors that are found to be both responsive and responsible to the requirements of the solicitation will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may

vary.

#### H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

#### I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

#### J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested) including a representative of the Vendor that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

#### K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

#### L. Confidential Material/ Public Records and Exemptions

- 1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.
- 2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
- 3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division 115 South Andrews Avenue, Room 212 Fort Lauderdale, FL 33301

- 4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
- 5. Except for the materials submitted in compliance with this section, any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated elsewhere in the submittal otherwise the Vendor's claim for confidentiality will be deemed as a waived.
- 6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

#### M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

#### N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

#### O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

#### P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

- 1. Local Vendor Certification Form (Preference and Tiebreaker);
- 2. Domestic Partnership Act Certification (Requirement and Tiebreaker);
- 3. Tiebreaker Criteria Form: Volume of Work Over Five Years

#### Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

#### R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

- 1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
- 2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
- 3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

#### S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

- Any protest concerning the solicitation or other solicitation specifications or requirements
  must be made and received by the County within seven business days from the posting of
  the solicitation or addendum on the Purchasing Division's website. Such protest must be
  made in writing to the Director of Purchasing. Failure to timely protest solicitation
  specifications or requirements is a waiver of the ability to protest the specifications or
  requirements.
- 2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
- 3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
- 4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
- 5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing

Vendor shall not be considered a protest.

6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5.000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

#### T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

- 1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
- 2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
- The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

#### **U.** Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

#### V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.

#### W. Submittal Instructions:

 Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.

- 2. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
- 3. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
- 4. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (e.g. Evaluation Criteria Response Form, Financials Statements, Insurance, etc.) in the Item Response Form in BidSync (Place Offer page, Upload Attachment), under line one (regardless if pricing requested).
- 5. Vendor should upload responses to Evaluation Criteria using the pdf-fillable Evaluation Criteria Response Form provided under this solicitation. Refer to **Evaluation Criteria Response Form** and submit as instructed.
- 6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
- 7. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
- 8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division 115 South Andrews Avenue, Room 212 Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

# Special Instructions to Vendors Continuing Engineering Services for Transportation and General Civil Engineering Projects

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

#### A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:

#### 1. Domestic Partnership Act Requirement

This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

#### B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

#### 1. Office of Economic and Small Business Development Program

This solicitation has the following County Business Enterprise Goals: <u>21%</u> CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

#### 2. Additional Requirement(s)

Must Be Florida Department of Transportation (FDOT) Pre-Qualified.

In order to qualify and be considered responsible, the proposer should provide with the RFP Submittal at the time of the RFP opening deadline, the following FDOT Pre-Qualification Requirements and Other Certifications:

- a. Documentation (FDOT Prequalification Letter) that the proposing firm and its team of sub-consultants are collectively pre-qualified Consultant firms by the State of Florida Department of Transportation (FDOT) in the following Types of Work. Consideration will be given to only those firms (including their sub-consultants) that are qualified pursuant to law (Rule 14-75.0051, Florida Administrative Code (F.A.C.) & Section 287.055, Florida Statutes (F.S.)) and that have been prequalified by FDOT to perform the indicated Type(s) of Work as follows:
  - Type of Work 3.1: Minor Highway Design
  - Type of Work 3.2: Major Highway Design
  - Type of Work 4.1.1: Miscellaneous Structures
  - Type of Work 4.1.2: Minor Bridge Design
  - Type of Work 4.4: Movable Span Bridge Design

- Type of Work 5.1: Conventional Bridge Inspection
- Type of Work 5.2: Movable Bridge Inspection
- Type of Work 5.4: Bridge Load Rating
- Type of Work 6.1: Traffic Engineering Studies
- Type of Work 6.2: Traffic Signal Timing
- Type of Work 6.3.1: Intelligent Transportation Systems Analysis & Design
- Type of Work 6.3.2: Intelligent Transportation Systems Implementation
- Type of Work 6.3.3: Intelligent Transportation Traffic Engineering Systems communications
- Type of Work 7.1: Signing, Pavement Marking, and Channelization
- Type of Work 7.2: Lighting
- Type of Work 7.3: Signalization
- Type of Work 8.1: Control Surveying
- Type of Work 8.2: Design, Right of Way, and Construction Surveying
- Type of Work 8.4: Right of Way Mapping
- Type of Work 9.1: Soil Exploration
- Type of Work 9.2: Geotechnical Classification Lab Testing
- Type of Work 9.3: Highway Material Testing
- Type of Work 9.4.1: Standard Foundation Studies
- Type of Work 9.5: Geotechnical Specialty Lab Testing
- Type of Work 10.1: Roadway Construction Engineering & Inspection (CEI)
- Type of Work 10.3: Construction Materials Inspection
- Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI
- Type of Work 11:0: Engineering Contract Administration and Management
- Type of Work 15.0: Landscape Architect

It is not necessary that any one firm have all the pre-qualifications listed above. Compliance will be granted for the proposing firm when its proposed team of consultants is pre-qualified collectively in all types of work.

The Prime proposer shall be pre-qualified at a minimum in the following types of work: 3.1, 4.1.1, 6.1, 6.2, 6.3.1, 6.3.2, 6.3.3, 7.1, 7.2, 7.3 and 10.1.

For example, the prime consultant shall be pre-qualified in Types of Work 3.1, 4.1.1, 6.1, 6.2, 6.3.1, 6.3.2, 6.3.3, 7.1, 7.2, 7.3 and 10.1; and have other sub-consultants on their team that are pre-qualified in the remaining Types of Work. It is important to note that the work types shall be performed only by those firms pre-qualified in that type of work, and that these pre-qualifications shall be maintained and kept current during the contract duration.

Additionally, the awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the proposer has breached or failed to perform a contract, claims history of the proposer, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a proposer.

#### C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

http://www.broward.org/Purchasing/Documents/bcf202.pdf

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

#### D. Demonstrations:

Not applicable to this solicitation.

#### E. Short List Vendors

At the discretion of the County, the Director of Purchasing may recommend to the Evaluation Committee to short list the vendors prior to the Final Evaluation.

#### F. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

#### G. Public Art and Design Program:

Not applicable to this solicitation.

#### H. Procurement Authority:

Continuing Term Contract: Professional services needed for projects in which construction costs do not to exceed \$2 million, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA)

#### I. Project Funding Source - this project is funded in whole or in part by:

County Funds

#### J. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): TBD

Final Evaluation Meeting (Sunshine Meeting): TBD

Check this website for any changes to the above tentative schedule for Sunshine Meetings: <a href="http://www.broward.org/Commission/Pages/SunshineMeetings.aspx">http://www.broward.org/Commission/Pages/SunshineMeetings.aspx</a>.

#### K. Project Manager Information:

Project Manager: Nirmal Datta, P.E., Engineering Unit Supervisor, HCED Email: ndatta@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync; answers are posted through BidSync.

# Evaluation Criteria Continuing Engineering Services for Transportation and General Civil Engineering Projects

		Tatal Daisst
		Total Points
	pility of Key Personnel (25 Points)	
1)	Describe the qualifications and relevant experience of the proposed Project Manager and all key personnel including CBE sub-consultants that are most likely to be assigned to this project.	10
2)	Provide an Organizational Chart of the Firm's and Team's key personnel showing roles or position titles, staff names and licenses, if any, area of expertise for the project, years of experience, and lines of authority.	5
3)	Include resumes for the Project Manager and all key personnel proposed. Include the qualifications, certifications and relevant experience of all proposed staff, including certified CBEs to be used on this project.	10
Pr	oject Approach (20 Points)	
4)	Describe the prime proposer's understanding of the project scope, challenges and key milestones. Identify potential issues or challenges related to continuous engineering services. Describe how your project approach will resolve these issues.	10
5)	Describe the prime proposers approach and understanding of Consultants Continuous Engineering services and responsibilities.	5
6)	Describe the prime proposers approach to implementation of Complete Streets initiatives.	5
Ev	idence of Knowledge and Experience (22 Points)	
7)	industry standards, specifications, design procedures and plans production pertaining to the following areas:  • Roadway and civil engineering improvements  • Construction Engineering and Inspection (CEI) Services  • Traffic signal intersection and operations  • Advanced transportation management systems  • Traffic signal communication system technologies  • School zone flasher systems	10
8)	Describe the Prime Proposer firm's design and construction management methods and techniques. Include details on firm's ability to make decisions and facilitate resolution of disputes.	7
9)	Describe the Prime Proposer firm's knowledge and experience with scheduling.	5
Pa	st Performance (10 Points)	
10	Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references.  Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.	10

Quality Control (8 Points)	
11) Describe the firm's techniques to quality control. At a minimum describe the firm's	8
technique to control design and contract documentation, including record keeping.	
Workload of the Firm ( 5 Points)	
12) For the prime Vendor only, list all completed and active projects that Vendor has	5
managed within the past five years. In addition, list all projected projects that Vendor	
will be working on in the near future. Projected projects will be defined as a project(s)	
that Vendor is awarded a contract but the Notice to Proceed has not been issued.	
Identify any projects that Vendor worked on concurrently. Describe Vendor's approach	
in managing these projects. Were there or will there be any challenges for any of the	
listed projects? If so, describe how Vendor dealt or will deal with the projects'	
challenges.	
Location ( 5 Points)	
13) Refer to Vendor's Business Location Attestation Form and submit as instructed.	5
A Vendor with a principal place of business location (also known as the nerve center)	
within Broward County for the last six months, prior to the solicitation submittal, will	
receive five points; a Vendor not meeting all of the local business requirements will	
receive zero points. The following applies for a Vendor responding as a Joint Venture	
(JV): if a member of the JV has 51% or more of the equity and meets all of the local	
business requirements, the JV will receive three points; if a member of the JV has 30	
to 50% of the equity and meets all of the local business requirements, the JV will	
receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.	
·	
Willingness to Meet Time and Budget Requirements ( 2 Points)	
14) This solicitation is for the award of a continuing contract. The specific projects	2
requiring professional services under the agreement have not yet been identified. However, in general, please explain your firm's approach in meeting "project specific"	
time and budget requirements and indicate whether Vendor is committed to meet	
these requirements when identified under this agreement.	
Completion Date Requirement: Contract duration is five (5) years  Project Budget: \$1,000,000 per year, per consultant	
YES = 2 Points NO = 0 Points	
Volume of Previous Work ( 3 Points)	
15) Refer to Volume of Previous Work Attestation Form and the Volume of Previous	3
Work Attestation Joint Venture Form and submit as instructed.	
The coloulation of Volume of Provious Work is all amounts poid to the Prime Vander	
The calculation of Volume of Previous Work is all amounts paid to the Prime Vendor by Broward County Board of County Commissioners at the time of solicitation opening	
date within a five-year timeframe. The calculation of Volume of Previous Work for a	
prime Vendor previously awarded a contract as a member of a Joint Venture firm is	
based on the actual equity ownership of the Joint Venture firm.	
List all Broward County projects (active and completed), including the project number(s) for which your firm has received payments from Broward County during the	
past five (5) years.	
Points Value: (Dollar Volume for prime Vendor ONLY will be determined by the	
Purchasing Division):	
\$0 - \$3,000,000 = 3 Points	
\$3,000,001 - \$7,500,000 = 2 Points	
\$7,500,001 - \$10,000,000 = 1 Points	
Over \$10,000,000 = 0 Points  TOTAL NUMBER OF POINTS	100
	100

#### Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
  - Vendor should include in its solicitation submittal a Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal.
  - 2. If a Vendor is unable to attain the CBE participation goal, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- C. The Vendor shall only address the base solicitation amount for CBE goal participation. No alternate/optional item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional solicitation item(s), the CBE participation goal for this solicitation shall apply to the alternate/optional item(s) recommended to be awarded. The County shall issue a notice to the apparent successful Vendor requiring the Vendor to comply with the CBE participation goal for the alternate/optional item(s); Vendor shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the solicitation.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at https://webapps4.broward.org/smallbusiness/sbdirectory.aspx
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: http://www.broward.org/EconDev/SmallBusiness/
- F. Requirements for Contracts with CBE Goals: if awarded the contract, the Vendor agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
  - 1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  - 2. Vendor shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of this contract, which shall permit County to terminate this contract or to exercise any other remedy provided under this contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.
  - 3. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.
  - 4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: PNC2114364P1		ct Title: Continuing Eng. Services fo al Civil Engineering Projects	or Transportation &
Bidder/Offeror Name:			
Address:	City:	State:	Zip:
Authorized Representative:		Phone:	
CBE Subcontractor/Supplier Name:			
Address:	City:	State:	Zip:
Authorized Representative:		Phone:	
<ul> <li>A. This is a letter of intent between the I subcontracting work on this project.</li> <li>B. By signing below, the bidder/offeror i described below.</li> <li>C. By signing below, the above-named By signing below, the bidder/offeror a below, it may only subcontract that w</li> </ul>	is committing to utilize the about the committing to perform and CBE affirm that if the CBE	ove-named CBE to perform the wor	rk
W	ork to be performed by CBE F	irm	
Description	NAICS	CBE Contract Amount †	CBE Percentage of Total Project Value
AFFIRMATION: I hereby affirm that the informat CBE Subcontractor/Supplier Authorized Rep (Signature)		(Date)	
,	(Tide)	(Date)	
Bidder/Offeror Authorized Representative			
(Signature)		(Date)	
,	, ,	, ,	
<ul> <li>Visit http://www.census.gov/eos/www/nai possible.</li> <li>† To be provided only when the solicitation</li> </ul>		·	•

11/1/2017 10:24 AM p. 27

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be

null and void.

## APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT PURSUANT TO BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BidSync.

SOLCITATION NO.:	PNC2114364P1	PROJECT NAME:	Continuing Eng. Services for Transportation & General Civil Engineering Projects
PRIME CONTRACTOR		$\sqcap$	
ADDRESS		TELEPHO	DNE
contacted County Bus the CBE goal for this s requirements of the E hereby submits docu	iness Enterprise (CBE olicitation but has not business Opportunity	) certified firms in a g een able to meet the g Act of 2012 (the Act this form) of good	ts that his/her firm has good faith effort to meet goal. Consistent with the ), the prime contractor faith efforts made and
contract participation contractor as an attach (e) of the CBE Act, as prime contractor acknowledge.	goal is contingent on ment to this applicatior those factors are app owledges that the dete	both the information and the other factors licable with respect termination of good fa	h effort to meet the CBE provided by the prime s listed in Section 1-81.5 o this solicitation. The ith effort is made by the ent, and is not subject to
SIGNATURE:			
PRINT NAME / TITLE:			
DATE:			

## VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1.	Legal business name:	
2.	Doing Business As/ Fictitious Name (if applicable):	
3.	Federal Employer I.D. no. (FEIN):	
4.	Dun and Bradstreet No.:	
5.	Website address (if applicable):	
6.	Principal place of business address:	
7.	Office location responsible for this project:	
8.	Telephone no.: Fax no.:	
9.	Type of business (check appropriate box):	
	☐ Corporation (specify the state of incorporation):	
	☐ Sole Proprietor	
	☐ Limited Liability Company (LLC)	
	☐ Limited Partnership	
	☐ General Partnership (State and County Filed In)	
	☐ Other - Specify	
10.	List Florida Department of State, Division of Corporations document number (or registration number if fictition name):	IS
11.	List name and title of each principal, owner, officer, and major shareholder:	
	a)	
	b)	
	c)	
	d)	

#### 12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Na	ime:	
Tit	le:	
E-	mail:	
	lephone No.:	
Na	me:	
Tit	le:	
E-	mail:	
Te	lephone No.:	
13.	Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	□ Yes □ No
14.	Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	∐Yes ∐No
15.	Has your firm ever failed to complete any services and/or delivery of products during	□Yes □No
16.	the last three (3) years? If yes, specify details in an attached written response. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	□Yes □No
17.	Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	□Yes □No
18.	Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an	∐Yes ∐No
19.	attached written response, including contact information for owner and surety. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	∐Yes □No
20.	Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	∐Yes ∐No
21.	Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.	
	Living Wage had an effect on the pricing.	∐Yes ∐No ∐N/A
	If yes, Living Wage increased the pricing by % or decreased the pricing by %.	

#### **Cone of Silence Requirement Certification:**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The \	/endor hereby certifies that: (check each box)
	The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
	The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
	The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.
Secti requi	<b>r-Free Workplace Requirements Certification:</b> on 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations ring Board award be made only to firms certifying the establishment of a drug free workplace program. The ram must consist of:
1.	Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing,

- possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
- 4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- 5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

☐ The Vendor certifies that it has established a drug free workplace program in accordance with the above

11/1/2017 10:24 AM p. 31

The Vendor hereby certifies that: (check box)

requirements.

#### **Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor I	hereby certifies that: (select one)
☐ The Ver	ndor certifies that this offer is made independently and free from collusion; or
and is	ndor is disclosing names of officers or employees who have a material interest in this procurement in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) its submittal.
In accordance convicted versions or ser public entity; under a contity threshold amplaced on the	ies Crimes Certification:  ce with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the ndor list following a conviction for a public entity crime may not submit on a contract: to provide any vices; for construction or repair of a public building or public work; for leases of real property to a and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant tract with any public entity; and may not transact business with any public entity in excess of the rount provided in s. 287.017 for Category Two for a period of 36 months following the date of being a convicted vendor list.
The Vendor I	hereby certifies that: (check box)
	ndor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or not been found to commit a public entity crime, as described in the statutes.
Any companies v	Companies List Certification: y, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott prohibited from submitting a response to a solicitation for goods or services in an amount equal to or \$1 million.
The Vendor I	hereby certifies that: (check each box)
215.4 List th	endor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 1275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan ne Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized panies that Boycott Israel List; and
Scrut	ndor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the inized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran leum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
its pr Comp	ed the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of incipals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized panies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that ott Israel List.

i nereby certily the information provided	in the vendor Questionnal	re and Standard Certifications:
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE
Vendor Name:		

<sup>\*</sup> I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

#### STANDARD CERTIFICATIONS

#### Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

#### **Cone of Silence Requirement Certification:**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)
☐ The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code o Ordinances; and
The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
☐ The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.
Drug Free Weylenbee Beguirements Contification

#### **Drug-Free Workplace Requirements Certification:**

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

- Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace:
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;

- 4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- 5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

#### **Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The V	endor hereby certifies that: (select one)
	The Vendor certifies that this offer is made independently and free from collusion; or
	The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

#### **Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

ne Vendor hereby certifies that: (check box)
The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.
crutinized Companies List Certification:  ny company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the crutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized companies that Boycott Israel List is prohibited from submitting a response to a solicitation foods or services in an amount equal to or greater than \$1 million.
ne Vendor hereby certifies that: (check each box)
The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473 and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companie with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies the Boycott Israel List; and
If awarded the Contract, the Vendor, owners, or principals will immediately notify the County is writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.
nereby certify the information provided in the Vendor Questionnaire and Standard Certifications:
AUTHORIZED SIGNATURE/NAME TITLE DATE
endor Name:
south that I am authorized to sign this policitation response on body of the Vander as indicate

<sup>\*</sup> I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

#### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)					
☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.					
☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.					
It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:					
Name of Lobbyist:					
Lobbyist's Firm:					
Phone:					
E-mail:					
Name of Lobbyist:					
Lobbyist's Firm:					
Phone:					
E-mail:					
Authorized Signature/Name: Date:					
Title:					
Vendor Name:					

## DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16  $\frac{1}{2}$  -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

	1.	and provides benefits to Domestic Partners of its employees on the same basis as				
	2.	benefits to employees' spouses  The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.				
	3.	•	rship Act at			
	4.					
		The Vendor is a governmental entity, not-for-profit corporation, or charitable organize	zation.			
		The Vendor is a religious organization, association, society, or non-profit c educational institution.	haritable or			
		The Vendor provides an employee the cash equivalent of benefits. (Attach an compliance with the Act stating the efforts taken to provide such benefits and the the cash equivalent).				
	The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).					
<u></u>	A	Authorized Title Vendor Name	Date			

Signature/Name

#### LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☐ There are no materi ☐ Material Case(s) are	al cases for this Vendor; or edisclosed below:
Is this for a: (check type)	If Yes, name of Parent/Subsidiary/Predecessor:
☐ Parent, ☐ Subsidiary,	
or	
☐ Predecessor Firm?	Or No
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	Pending
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor ☐ Judgment Against Vendor ☐  If Judgment Against, is Judgment Satisfied? ☐ Yes ☐ No
Opposing Counsel	Name:
	Email:
	Telephone Number:
Vendor Name:	

#### AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below.

Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or

The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition
Article / Section
Insert version of exception or specific proposed alternative language

Insurance | Provide brief justification for change | Provide brief justification | Provide brief justificati

Vendor Name:

#### **VOLUME OF PREVIOUS WORK ATTESTATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Department

or Division

**Date** 

Awarded

Paid to Date

**Dollar** 

**Date** 

Solicitation/

Contract

**Project Title** 

**Authorized Signature/ Name** 

Item

No.

		Number:			Amount	
1						
2						
3						
4						
5						
				Grand Total		
Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County? Yes						
Vendor Name:						

11/1/2017 10:24 AM p. 41

**Title** 

#### **VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM**

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1						
2						
3						
4						
5						
	Grand Total					

above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed

## SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1.	Subcontracted Firm's Name:
	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
	Contact Person's Name and Position:
	Contact Person's E-Mail Address:
	Estimated Subcontract/Supplies Contract Amount:
	Type of Work/Supplies Provided:
2.	Subcontracted Firm's Name:
	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
3	4

#### AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one) No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities" Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities" Principal's Name: Names of Affiliated Entities: Principal's Name: Names of Affiliated Entities: Principal's Name: Names of Affiliated Entities: Authorized Signature Name: Title: Vendor Name: Date:

#### RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

- As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
- 2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

#### Check one of the following:

- ☐ The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:
  - 1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
  - 2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
  - 3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
  - 4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
  - 5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
  - 6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on

### Broward County Board of County Commissioners

the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

c. A copy of the executed rigide mention between the contract attricts					
□ Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.					
Vendor Information:					
Vendor Name:					
Vendor's address listed in its submittal is:					
5					
The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.					
Authorized Title Vendor Name Date Signature/Name					

Broward County Board of County Commissioners

#### LOCAL VENDOR CERTIFICATION FORM (PREFERENCE AND TIEBREAKER)

The completed and signed form should be returned with the Vendor's submittal to qualify for Local Preference, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days o County's request for evaluation of Local Preference. Proof of a local business tax must be returned at time of solicitation submittal to qualify for the Tie Break criteria. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference. Failure to timely submit this form and local business tax receipt at time of submittal will disqualify the Vendor for this Tie Breaker.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable): ☐ The Vendor is a local Vendor in Broward County and: a. has a valid Broward County local business tax receipt; b. has been in existence for at least six-months prior to the solicitation opening; c. provides services on a day-to-day basis, at a business address physically located within the limits of Broward County and in an area zoned for such business; and d. services provided from this location are a substantial component of the services offered in the Vendor's proposal. In accordance with Local Preference, Section 1-74, et. seg., Broward County Code of Ordinances, and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local **Preference**, the undersigned Vendor hereby certifies that (check box if applicable): ☐ The Vendor is a local Vendor in Broward or Miami-Dade County and: a. has a valid corresponding County local business tax receipt; b. has been in existence for at least one-year prior to the solicitation opening; provides services on a day-to-day basis, at a business address physically located within the limits of Broward or Miami-Date County and in an area zoned for such business; and d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal. ☐ Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements.

Vendor Name

Date

**Authorized Signature/Name** 

Title

#### **Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS			
		Each Occurrence	Aggregate	
COMMERCIAL GENERAL LIABILITY Broad form or equivalent	Bodily Injury			
With no exclusions or limitations for:	Property Damage			
<ul> <li>[x] Premises-Operations</li> <li>[] Explosion, Collapse, Underground Hazards</li> <li>[x] Products/Completed Operations Hazard</li> <li>[x] Contractual Insurance</li> <li>[x] Independent Contractors</li> <li>[x] Personal Injury</li> </ul>	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil	
[ ] Other:	Personal Injury			
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM	Bodily Injury (each person)			
[x] Owned *May be waived [x] Hired if no driving will be	Bodily Injury (each accident)			
[x] Non-owned done in performance [x] Scheduled of services.	Property Damage			
[x] Any Auto	Combined single limit Bodily Injury & Property Damage	1 mil		
EXCESS/UMBRELLA LIABILITY	Follow form basis or			
May be used to supplement minimum liability coverage requirements.	Add'l insd endorse- ment is required			
[x ] WORKERS' COMPENSATION	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required	
[x ] EMPLOYERS' LIABILITY	(each accident)	\$ 1 mil	for any activities on or about navigable water	
[X] PROFESSIONAL LIABILITY ~	(each accident)	\$ 1 mil		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES	Extended reporting period	2 years		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RLI, RFP, AND PROJECT MANAGER ON COI.

**REFERENCE:** RE: Continuing Engineering Services for Transportation and General Engineering Projects

CERTIFICATE HOLDER:

**Broward County** 

Highway Construction and Engineering Division 1 N. University Drive, Box B300 Plantation, FL 33324-2038

Really or Di

Digitally signed by TIMOTHY CROWLEY DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY Date: 2017.08.02 17:30:45 -04'00'

Risk Management Division

Revised 2015

# Question and Answers for Bid #PNC2114364P1 - Continuing Eng. Services for Transportation & General Civil Engineering Projects

**Overall Bid Questions** 

There are no questions associated with this bid.