



## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2017 ("EFFECTIVE DATE"), by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**CITY**"); and SALTZ MICHELSON ARCHITECTS, INC., whose address is 3501 Griffin Road, Fort Lauderdale, Florida 33312 (hereinafter referred to as "**ARCHITECT**").

### **WITNESSETH:**

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for ARCHITECTURAL DESIGN AND RELATED SERVICES as outlined in the REQUEST FOR QUALIFICATIONS (RFQ) NO. 2017-001 ARCHITECTURAL SERVICES FOR FIRE STATION 58 (CITY STATION NO. 2) attached hereto as Exhibit "A" and made part of this AGREEMENT.

## **ARTICLE I**

### **THE AGREEMENT DOCUMENTS**

- 1.1 The AGREEMENT Documents consist of all of the following: (i) RFQ No. 2017-001 attached hereto as Exhibit "A"; (ii) ARCHITECT'S Hourly Rate Schedule attached hereto as Exhibit "B"; (iii) ARCHITECT'S Certificate of Insurance attached hereto as Exhibit "C"; and (iv) ARCHITECT'S Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualifications Statement, and Compliance with Occupational Safety and Health Act Form, all of which are made a part of this AGREEMENT.
- 1.2 Any additional documents which are required to be submitted under the AGREEMENT, TASK ORDERS (as hereinafter defined), and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT, shall also become part of this AGREEMENT.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

- 2.1 ARCHITECT agrees that this is a non-exclusive agreement and the services shall consist of the work set forth in negotiated and authorized description of work and/or task(s) based on the fee and reimbursable cost schedule included as Exhibit "B" attached hereto ("TASK ORDER"). Each proposed TASK ORDER shall be submitted by ARCHITECT as directed by CITY in the form of a proposal which, at minimum shall include: (i) a detailed listing and description of each individual task to be performed under the scope of services, including deliverables as applicable; (ii) a time schedule for each task; (iii) the total cost for each task, inclusive of all fees and costs to be incurred by CITY; and, (iv) cost backup per task, reflecting the estimated hours to be spent by each personnel rate category shown in Exhibit "B".
- 2.2 ARCHITECT agrees to meet with the CITY at reasonable times and with reasonable notice.

## **ARTICLE 3**

### **TIME OF PERFORMANCE**

- 3.1 The work to be performed under this AGREEMENT shall be commenced on the date provided in each TASK ORDER. The AGREEMENT term for the design and anticipated construction related services for Fire Station No. 58 shall be for a period of three (3) years and may be renewed for an additional two (2) one (1) year extensions (maximum of five years total), providing all terms and conditions remain the same except as set forth in Paragraph 4.7 herein, and subject to availability of funding.

- 3.2 The delivery of a fully executed copy of this AGREEMENT shall serve as ARCHITECT'S Notice to Proceed. The ARCHITECT must receive the separate written approval of the CITY'S City Manager or his designee ("CONTRACT ADMINISTRATOR") prior to beginning the performance of services under any TASK ORDER(S) or in any subsequent Phase of the AGREEMENT.
- 3.3 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The ARCHITECT shall perform the Services in accordance with the time frames set forth in the TASK ORDER(S) or as otherwise specified by this AGREEMENT.

#### **ARTICLE 4**

##### **COMPENSATION AND METHOD OF PAYMENT**

- 4.1 The ARCHITECT shall submit invoices for payment for work completed on a monthly basis. Payments shall be based on ARCHITECT 's Hourly Rate Schedule attached hereto as Exhibit "B" and in accordance with the applicable TASK ORDER approved by CITY.
- 4.2 All invoicing of reimbursable expenses shall include a detailed statement of such expenses, documented by paid receipts or other evidence of payment.
- 4.3 No work shall be invoiced at rates above those shown in Exhibit "B" without the prior written approval of the CONTRACT ADMINISTRATOR, which approval may be withheld in CITY's sole discretion, subject to the provisions of paragraph 4.7 hereof.
- 4.4 Payments shall be made upon CITY'S determination that the invoiced portions of the work have been successfully completed and duly authorized. CITY shall not be responsible for payment for any work not authorized in writing by the CONTRACT ADMINISTRATOR.
- 4.5 CITY shall make payment to ARCHITECT within 30 calendar days of invoice approval.
- 4.6 Payment will be made to ARCHITECT at:
- 3501 Griffin Road  
Fort Lauderdale, Florida 33312
- 4.7 Rates shall remain fixed for the initial three (3) year term of the AGREEMENT. Rates for any extension term are subject to negotiation between CITY and ARCHITECT and changes may require CITY approval. In the event the ARCHITECT wishes to adjust the rates for the extension term, ARCHITECT shall notify the CITY in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments, including full documentation of the requested changes. If no notice is received by that date, it will be deemed by the CITY that no

adjustment is requested by the ARCHITECT and that the rates will remain constant during the extension term. If the CITY wishes an adjustment, it will notify the ARCHITECT under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term, which in no event will exceed a maximum 5% increase. In the event that the rates cannot be resolved to the CITY's satisfaction the CONTRACT ADMINISTRATOR reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

## **ARTICLE 5**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

- 5.1 The CITY, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in either a TASK ORDER or written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 5.2 Additional services beyond the programmed scope of work is either an hourly additional service at a guaranteed maximum cost or lump sum additional service, all based on the ARCHITECT's Hourly Rate Schedule attached hereto as Exhibit "B", as same may be amended pursuant to this AGREEMENT.
- 5.3 The authorization of all work under the Scope of Services, changes in the Scope of Services, and any additional services shall be in accordance with the CITY Procurement and Purchasing Policy.
- 5.4 The compensation and time of performance under this AGREEMENT shall be changed only by TASK ORDER or written amendment executed by CITY and ARCHITECT.

## **ARTICLE 6**

### **CITY'S OBLIGATIONS**

- 6.1 Furnish to ARCHITECT, when available, such data as required for performance of ARCHITECT's Scope of Services, which may include core borings, probing, subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, prior reports and data, property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the ARCHITECT.
- 6.2 Arrange for access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform its services.
- 6.3 Give notice to ARCHITECT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT'S services.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

- 7.1 This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this AGREEMENT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this AGREEMENT shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida
- 7.2. Should any part, term, or provision of this AGREEMENT be determined by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.3 ARCHITECT shall not assign or transfer the AGREEMENT or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by ARCHITECT pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment.
- 7.4 This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by amendment in writing signed by each party.

- 7.5 CITY AND ARCHITECT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 7.6 If the CITY incurs any expense in enforcing the terms of this AGREEMENT whether suit be brought or not, ARCHITECT agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the ARCHITECT'S work.
- 7.7 This AGREEMENT may be terminated by either party for cause, or by the CITY by convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the ARCHITECT shall be paid its compensation for approved services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by ARCHITECT shall become the property of the CITY and shall be delivered by ARCHITECT to the CITY upon payment by the CITY for all services performed by the ARCHITECT.
- 7.8 Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided under this AGREEMENT are and shall remain the property of the CITY whether the Project for which they are made is executed or not. However, this is not an assignment of any copyrights or other ownership rights that the ARCHITECT maintains.
- 7.9 ARCHITECT shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours and any expenses charged pursuant to this AGREEMENT. Such books and records will be available at all reasonable times for examination and audit by the CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this AGREEMENT. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 7.10 **EQUAL OPPORTUNITY EMPLOYMENT:** ARCHITECT agrees that it will not discriminate against any employee or applicant for employment for work under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion,

sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

- 7.11 ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARCHITECT to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for ARCHITECT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, the CITY shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.12 In the event the ARCHITECT, during the course of the work under this AGREEMENT, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, ARCHITECT shall secure the prior written approval of the Contract Administrator or her designee.
- 7.13 INDEMNIFICATION:
- (a) ARCHITECT agrees to pay on behalf of and defend the CITY from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ARCHITECT, its employees, or agents including death in connection with services under this AGREEMENT.
  - (b) To the extent allowable by law, CITY agrees to indemnify and defend ARCHITECT from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CITY, its employees, or agents in connection with the services under this AGREEMENT.
  - (c) If the negligence or willful misconduct of both the ARCHITECT and CITY (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the ARCHITECT and CITY as provided by law.
- 7.14 INSURANCE: ARCHITECT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance. The Commercial General Liability policy shall provide contractual

liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. ARCHITECT shall specifically name the CITY as additional insured under the Commercial General Liability insurance policy hereinafter described.

(a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.

(b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of \$100,000 each accident

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty days (30 days) notice of cancellation.

(c) Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Contractual Liability Coverage

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of ARCHITECT or acts or omissions of ARCHITECT in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty (30) days notice of cancellation.

(d) Business Automobile Liability with minimum limits of \$1,000,000 per accident



combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles  
Hired and non-owned vehicles  
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty (30) days notice of cancellation.

- (e) ARCHITECT shall provide to the CITY a Certificate of Insurance or a copy of all insurance policies required by Article 7.14 including any subsection hereunder. The CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.15 REPRESENTATION: It is recognized that questions in the day-to-day conduct of the work under this AGREEMENT will arise. The CONTRACT ADMINISTRATOR shall act as the CITY'S representative/agent to whom all communication on the day-to-day conduct under this AGREEMENT shall be addressed. ARCHITECT shall inform the CONTRACT ADMINISTRATOR in writing of the representative of ARCHITECT to whom matters involving the conduct of the Project shall be addressed.

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

**FOR CITY:**

Samuel A. May, Interim City Manager  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

**FOR ARCHITECT:**

**Charles A. Michelson, AIA, LEED AP, Principal  
3501 Griffin Road  
Fort Lauderdale, FL 33312**

- 7.17 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature of this AGREEMENT by ARCHITECT shall act as the execution of a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the CITY determines the additions to the contract price were increased due to inaccurate, incomplete, or non- current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.
- 7.18 INDIVIDUAL PROTECTION: It is intended by the parties to this Agreement that the ARCHITECT'S services in connection with the project shall not subject the ARCHITECT'S individual employees, officers or directors to any personal legal exposure for risks associated with this project. CITY agrees that as the CITY'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ARCHITECT, a Florida corporation, and not against any of the ARCHITECT'S employees, officers or directors. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

IN WITNESSETH WHEREOF, the CITY and ARCHITECT have signed this AGREEMENT in duplicate. One counterpart each has been delivered to CITY and ARCHITECT. All portions of the AGREEMENT have been signed or identified by CITY and ARCHITECT.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF MARGATE**

\_\_\_\_\_  
Tommy Ruzzano, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Douglas E. Smith, City Manager

\_\_\_\_ day of \_\_\_\_\_, 2017

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2017

**FOR ARCHITECT**

**FOR CORPORATION: SALTZ MICHELSON ARCHITECTS, INC.**

\_\_\_\_\_  
**President**

\_\_\_\_ day of \_\_\_\_\_, 2017

**(CORPORATE SEAL)**

\_\_\_\_\_  
**Secretary**

\_\_\_\_ day of \_\_\_\_\_, 2017

**AGREEMENT BETWEEN CITY OF MARGATE (CITY) AND SALTZ MICHELSON  
ARCHITECTS, INC. (ARCHITECT)**

**EXHIBIT “A”**

**RFQ 2017-001**



REQUEST FOR QUALIFICATIONS (RFQ) 2017-001

ARCHITECTURAL SERVICES

FOR

FIRE STATION 58 (CITY STATION No. 2)

CITY OF MARGATE  
5790 MARGATE BLVD  
MARGATE, FL 33063  
(954) 935-5346

PROPOSAL SUBMISSION DATE: TUESDAY, NOVEMBER 29, 2016

PROPOSAL SUBMISSION TIME: 11:00 AM, LOCAL TIME

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE  
DATE AND TIME SPECIFIED ABOVE**

**CITY OF MARGATE**  
**ARCHITECTURAL SERVICES FOR FIRE STATION 58**  
**RFQ NO. 2017-001**

**I. PURPOSE:**

Pursuant to this Request for Qualifications ("RFQ") package and in compliance with the Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes Section 287.055, the City of Margate ("City") is requesting sealed Qualifications Statements from Professional Architectural Services firms for design and construction administration services for a proposed new fire station to be built at the current location of Fire Station 58 (City Station No. 2).

**II. SCOPE OF SERVICES:**

Services for this project shall include providing professional architectural services resulting in the creation of biddable specifications, drawings, and cost estimates for the demolition of the existing 30+ year old structure and the design of a new fire station to be located at the same 600 Rock Island Road, Margate, Florida location as the current Fire Station 58 (City Station No. 2).

The desired fire station design shall embrace the City's vision for a new facility that will improve emergency responses by allowing for expanded vehicle storage space, building with resilient and sustainable building materials and modern safety systems, while providing for cost effective and comfortable personnel living and training space. Therefore, the submitted design qualifications package must effectively focus on firm-wide staff expertise and prior project experience in which the following elements are provided relative to fire stations:

**GENERAL DESIGN**

- Operational Effectiveness, Safe Working and Living Environment, Security, Cost Effectiveness, Design Excellence, Building Flexibility
- Single Story design is preferred with aesthetic neighborhood integration
- Natural Disaster Resilient construction with back-up generator power
- Public and Non-Public Space separation with safety and security considerations
- Aesthetic Perimeter Barriers (vegetative and/or structural) to buffer station activities, with balanced considerations for operations, safety and security
- NFPA 1500 compliance

## **OPERATIONAL ELEMENTS**

- Emergency Response, Personnel Living Quarters, Emergency Operations Center ("EOC") inclusive of training/community room, Emergency Medical Service Logistics
- Enhanced apparatus storage: Ladder Truck, Rescue Vehicle, Spare Apparatus (minimum of 2)

## **FUNCTIONAL ELEMENTS**

- Apparatus Bays (3 minimum with 2 vehicle depth in each)
- Dormitory Space for a minimum of eight
- Restroom/Shower Facilities
- Kitchen
- Common Living Area
- Office Space with logistical consideration for rank/title and duties of the occupant
- Lobby/Entrance Area with public access and public restroom considerations
- Medical Triage Room
- Storage and janitorial rooms with ventilation and use considerations
- Laundry, Physical Fitness, Decontamination, Telecommunications rooms
- EOC/Training/Community Room
- Parking/Driveway design with sufficient staff, public and additional apparatus parking and access considerations
- Exterior Training Pad for equipment testing and training

### **III. THE SUBMITTAL PACKAGE:**

The City has prepared the following compilation of instructions for this RFQ in order to minimize costs and response time and to ensure that the RFQ response is designed to provide the necessary information about the firm. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear **after** the required materials and tabbed "Additional RFQ Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.



The submittal package must be organized in the following manner:

1. Cover Letter (please address firm's resources, personnel availability and commitment in cover letter)
2. Checklist (Exhibit A)
3. Firm/Team organizational chart that includes:
  - a. Individual's Name and Position
  - b. Name of Firm
  - c. Clear designation of one person who will be the main contact for the respondent
4. Firm description (Qualification Statement)
5. "Key Staffing" (name, title and years with firm only.) **Do not include a resume here.** All resumes, if included, should be included under "Additional RFQ Information" tab.
6. Project Management
  - a. Describe project management approaches to address: communication needs of the team, how key decisions will be made, how conflicts will be resolved, how coordination will be handled with other entities (government, utilities, etc.), and how schedule and budget will be managed.
  - b. Describe the firm's specific experience and expertise in the area of Architectural Services and Construction Management, particularly as related to fire station projects. Include dates and specifics such as project size and scope.
7. Offeror's Certification and Non-Collusive Affidavit Form
8. SF 330 Forms

#### IV. SUBMISSION REQUIREMENTS:

1. The City's Purchasing Division will accept sealed Qualification Proposals until 11:00 AM, local time, Tuesday, November 29, 2016. RFQ packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Finance Department, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

2. Interested firms shall submit one (1) original and five (5) copies of the qualifications proposal **(NO THREE (3) RING BINDERS)**, as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time stated above. The original and five (5) copies must be bound on 8.5" x 11" white paper with tabbed/identified sections as stated in Section III – The Submittal Package. The proposal packages shall be sealed and clearly marked on the outside "RFQ 2017-001 ARCHITECTURAL SERVICES for Fire Station 58" and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the

instructions and other related sections of the RFQ. Compliance with all requirements shall be solely the responsibility of the Respondent.

3. By submitting a proposal, the Proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

4. **NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior to the date and time specified.

5. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and/or authorized representative(s) must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

6. The Offeror's Certification form shall be signed by an authorized company representative.

In accordance with the American with Disabilities Act ("ADA"), this document may be requested in an alternate format.

## **V. ADDENDA, ADDITIONAL INFORMATION:**

All questions and requests for additional information in connection with this RFQ shall be directed in writing or by email to Spencer Shambray, Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5258. Email [purchase@margatefl.com](mailto:purchase@margatefl.com).

Any addenda or answers to written questions supplied to participating proposers shall become part of the RFQ and the resultant contract.

If you have received this RFQ packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of qualifications) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to [purchase@margatefl.com](mailto:purchase@margatefl.com). Include in the subject line "RFQ 2017-001 – Architectural Services for Fire Station 58".

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a City employee. Only those communications which are

in writing from the Purchasing Division may be considered as a duly authorized expression of the City. Also, only communications from Proposers that are signed and submitted in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer. It is the Proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

## **VI. INSURANCE REQUIREMENTS:**

The awarded Proposer shall procure and maintain, at its own expense, and keep in effect during the full term of the contract a policy or policies of insurance which shall be determined by the City prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this contract shall provide insurance coverage as well.

The City shall be named an "additional insured" under the appropriate policies. Awarded Proposer agrees to provide CITY a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required are maintained and in full force and effect, and shall include all required endorsement(s). The Certificate(s) of Insurance shall include a minimum of thirty (30) calendar days to notify the City of any cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

1. City of Margate  
Purchasing Division  
5790 Margate Boulevard  
Margate, FL 33063  
Re: RFQ 2017-001
2. The required insurance coverage shall be issued by an insurance company, duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:  
  
Financial Stability to A+
3. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

## VII. EVALUATION AND SCORING:

Selection of the Successful Proposer will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation and scoring by the Selection Committee. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The evaluation totals will be used to rank each firm one, two, three, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

1. Firm's project-related experience in Southeast Florida.
2. Firm's personnel qualifications.
3. Firm's governmental experience.
4. Firm's approach to project management.
5. Firm's resources, personnel availability and commitment.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm's chance of being selected.

The Scoring Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis for establishing a finalist list of the top ranking RFQ submittals.

Firm Project Related Experience in Southeast Florida: The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections. Particular attention should be given to projects completed with Southeast Florida governmental agencies. This information must be included on SF 330 form.

Firm's Personnel Qualifications: The firm shall name the actual Project Manager assigned to the City and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on City projects. This information must be included on SF 330 form.

Firm's Governmental Experience: The firm shall detail experience with other governmental agencies. This information must be included on SF 330 form.

Firm's Approach to Project Management: The firm shall provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other governmental agencies and other utility companies.

Firm's Resources, Personnel Availability and Commitment: The firm shall demonstrate a commitment to completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per client's specifications.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm's <u>project related</u> experience in Southeast Florida	35
2. Firm's personnel qualifications	20
3. Firm's governmental experience	20
4. Firm's approach to project management	15
5. Firm's resources, personnel availability and commitment	10
GRAND TOTAL OF POINTS	100 POINTS

#### **VIII. AWARD OF CONTRACT:**

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the City Commission for permission to negotiate a contract with one (1) firm, which will be followed by a subsequent recommendation to award the negotiated contract.

The contract shall be awarded to the most qualified Proposer whose proposal is determined to be the most advantageous to the City and who agrees to provide the required services at compensation which the City determines is fair, reasonable and competitive.

The City intends to award a contract term that will allow for project design services to commence in fiscal year 2017 and for construction management services to run through the anticipated fiscal year 2018 completion.

#### **IX. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:**

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm's expense, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- City of Margate
- U.S. General Accounting Office ("GAO") and local Office of Inspector General ("OIG")
- Parties designated by federal or state governments or by the City as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**X. TIME REQUIREMENTS:**

**A. PROPOSAL CALENDAR, NOTIFICATION AND CONTRACT DATES**

The schedule of events, relative to the procurement shall be as follows:

<b>Event</b>	<b>Date (on or by)</b>
1. Issuance of RFQ	October 21, 2016
2. Receipt of RFQ	November 29, 2016
3. Proposal Evaluations	Week of 12/5/16
4. Oral Presentations with short listed firms	Week of 12/12/16
5. Recommendation to City Commission	January 18, 2016
6. Negotiations	January 23, 2016
7. Contract Award	February 1, 2016

Be advised that the City anticipates awarding a single contract, but is prepared to award multiple contracts if deemed to be in the best interest of the City. The City reserves the right to change and/or delay scheduled dates.

As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The successful proposer shall be required to execute a contract with the City covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

**B. Oral Presentations**

During the evaluation process, the Selection Committee may, at its discretion, short-list some firms to proceed to oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. **Not all firms may be short-listed to proceed to the oral presentations and final ranking stage.**

## **C. Final Selection**

The City will select/award the firm which best meets the interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decision will be final.

## **XI. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS:**

Samples of the following documents (except certificate of insurance and SF 330 Forms) are attached and shall be executed as a condition of this offer:

- (a) Offeror's Certification
- (b) Offerors's Qualifications Statement
- (c) Exhibit A
- (d) Non-Collusive Affidavit Form
- (e) SF 330 Forms

## **XII. GENERAL CONDITIONS:**

**A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**B. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**C. EXPENSES:** All expenses for making the proposal to the City are borne by the Proposer.

**D. WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn up until the date and time set forth for the opening proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No

guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

**E. APPLICABLE LAWS:** All applicable laws and regulations of the U.S. Government, State of Florida, Broward County, and City ordinances and regulations will apply to any resulting award of a contract.

**F. FORM OF AGREEMENT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the RFQ. The City reserves the right to reject any agreement that does not conform to the RFQ and any City requirements for agreements and contracts.

**G. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must indicate if any City employee or elected official is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.13.

**H. COPYRIGHTS AND PATENT RIGHT:** Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and the Successful Proposer agrees to hold the City harmless from any and all liability, loss or expense resulting from any such violation.

**I. TAXES:** The City is exempt from payment of any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

**J. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE:** The Successful Proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of ten (10) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these ten (10) years, the records shall be retained until resolution of audit finding.

**K. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. Refer to "Non-Collusive Affidavit" form attached.

**L. ASSIGNMENT:** Successful Proposer may not assign or transfer this contract in whole or part without prior written approval of the City.



**M. TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) calendar days' written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract, and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

**N. LITIGATION VENUE:** The agreement resulting from this RFQ shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

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

**P. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the contractor to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

**Q. CONTRACTOR NOTICES:** The contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

**R. DAMAGES OR LOSS:** The contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the contractor, a

subcontractor of the contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

**S. WAIVER OF JURY TRIAL:** CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

**T. INDEMNIFICATION:** To the extent permitted by Florida law, contractor agrees to indemnify, defend, save, and hold harmless the City, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney fees and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**U. NO WAIVER:** No waiver of any provision, covenant or condition within this Agreement, or of the breach of any provision, covenant or condition within this Agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

**OFFEROR'S CERTIFICATION RFQ 2017-001**

**WHEN OFFEROR IS AN INDIVIDUAL**

**IN WITNESS WHEREOF**, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_, by \_\_\_\_\_(Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

State of Florida at Large

\_\_\_\_\_  
Name of Notary Public  
My commission expires:

## OFFEROR'S CERTIFICATION RFQ 2017-001

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

**IN WITNESS WHEREOF**, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Printed Name of Firm

By: \_\_\_\_\_  
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_(Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

State of Florida at Large

Name of Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## OFFEROR'S CERTIFICATION RFQ 2017-001

## WHEN OFFEROR IS A PARTNERSHIP

**IN WITNESS WHEREOF**, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

Witness

Printed Name of Individual

Witness

## Business Address

City/State/Zip

Business Phone Number

State of \_\_\_\_\_ )  
 ) ss:  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

## State of Florida at Large

Name of Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## WHEN OFFER IS A CORPORATION

17

**OFFEROR'S QUALIFICATION STATEMENT RFQ 2017-001**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:           City of Margate (Purchasing Supervisor)

ADDRESS:                5790 Margate Boulevard  
                              Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY:	Corporation
NAME:	Partnership
ADDRESS:	Individual
PRINCIPAL OFFICE:	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation:
- b. State of Incorporation:
- c. President's name:
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization:

- b. Name, address and ownership units of all partners:
  
  
  
  
  
  
  
  
  
  
- c. State whether general or limited partnership:
  
  
  
  
  
  
  
  
  
  
- 4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
  
  
  
  
  
  
  
  
  
  
- 5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
  
  
  
  
  
  
  
  
  
  
- 6. How many years has your organization been in business under its present business name?
  - a. Under what other former names has your organization operated?
  
  
  
  
  
  
  
  
  
  
- 7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFQ. Please attach certificate of competency and/or state registration.



8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of \_\_\_\_\_ )  
 ) ss:  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC  
State of Florida at Large

Name of Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT CHECKLIST – RFQ 2017-001**

**NOTE:**

- A) This Exhibit must be included in RFQ immediately after the cover letter.
- B) RFQ Package must be put together in order of this checklist.
- C) Any supplemental materials must appear after those listed below and tabbed “Additional RFQ Information”.

- 1. \_\_\_\_\_ Cover letter
- 2. \_\_\_\_\_ Copy of this checklist (Exhibit A)
- 3. \_\_\_\_\_ Firm/Team Organizational Chart
- 4. \_\_\_\_\_ Firm’s Description(s) (Offeror’s Qualification Statement)
- 5. \_\_\_\_\_ Key Staffing (Name, title and years with firm only. **Do not include a resume here.** All resumes, if included, should be included under “Additional RFQ Information” tab.)
- 6. \_\_\_\_\_ Project Management
- 7. \_\_\_\_\_ Offeror’s Certification and Non-Collusive Affidavit Form
- 8. \_\_\_\_\_ SF 330 Forms



## NON-COLLUSIVE AFFIDAVIT FOR RFQ 2017-001

State of \_\_\_\_\_)  
County of \_\_\_\_\_)ss:

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_,  
the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached  
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the Offeror nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded,  
conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or  
person to submit a collusive or sham Proposal in connection with the Work for which the  
attached Proposal has been submitted; or to refrain from bidding in connection with such  
Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or  
communication, or conference with any Offeror, firm, or person to fix the price or prices in  
the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost  
elements of the Proposal price or the Proposal price of any other Offeror, or to secure  
through any collusion, conspiracy, connivance, or unlawful agreement any advantage  
against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted  
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror  
or any other of its agents, representatives, owners, employees or parties in interest,  
including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ACKNOWLEDGMENT**  
**NON-COLLUSIVE AFFIDAVIT FOR RFQ 2017-001**

State of Florida                    )  
  ) ss:  
County of \_\_\_\_\_)

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, (Name(s) of individual(s) who appeared before notary), and who did/ did not take an oath, and acknowledged before me that he/she/it executed same.

WITNESS my hand and official seal.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:



## **ADDENDUM NO. 1**

### **RFQ NO. 2017-001 FIRE STATION NO. 58 DESIGN SERVICES**

November 23, 2016

#### **TO ALL PROPOSERS:**

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the specification packet for the above referenced project:

#### **REQUESTS FOR INFORMATION (RFI):**

1. For item 4 "Firm Description" are we to ONLY include the Qualification Statement form?

RFI 1 Response: Item 4 specifically refers to the qualification statement. Additional related information can be submitted in accordance with Items 6a and 6b.

2. For item 6b "describe the firm's experience", is this to be a narrative or can we include project sheets?

RFI 2 Response: Both a narrative as well as project sheets are acceptable.

3. Are we to include information such as experience for our engineering sub consultants?

RFI 3 Response: If sub consultants will be an integral part of your team you should include their Form 330 and all of the other pertinent information that you would normally include for in-house staff.

4. For the above referenced RFQ, do we need to include information for our sub consultants? If so, Form 330? Resumes? Licenses? Other?

RFI 4 Response: Yes. If sub consultants will be an integral part of your team you should include their Form 330 and all of the other pertinent information that you would normally include for in-house staff.

5. Is it expected that we submit with sub consultants?

RFI 5 Response: Yes. If sub consultants will be an integral part of your team you should include their Form 330 and all of the other pertinent information that you would normally include for in-house staff.

6. If so, which of the following should be included? Surveying, Geotechnical, Civil, Structural, MEP, Landscape, and Environmental

RFI 6 Response: Please include all known sub consultants that will be an integral part of your team.

#### **REVISIONS:**

Section VII – Evaluation and Scoring, has been updated to specifically describe that the "Firms Governmental Experience" category will be evaluated so as to give consideration to firms that hold a minority business enterprise certification. Proof of State of Florida or Broward County certification as a minority business enterprise must be submitted in order for a firm to qualify for award of the full twenty (20) points in this category.

#### **DELETE:**

Page 7 of the RFQ package

#### **INSERT:**

The new Page 7a into the RFQ package

There are no other changes at this time. The RFQ submission deadline remains 11:00 AM on November 29, 2016.



---

Spencer Shambray, CPPB  
Purchasing Manager  
11/23/16

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your bid proposal.

## ACKNOWLEDGEMENT FORM

### ADDENDUM NO. 1

### RFQ NO. 2017-001 FIRE STATION NO. 58 DESIGN SERVICES

I acknowledge receipt of Addendum No. 1 for RFQ No. 2017-001, Fire Station No. 58 Design Services. This addendum contains four (4) pages. Please include the original of this form in your Bid submission.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Signer \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to [purchase@margatefl.com](mailto:purchase@margatefl.com).



Spencer Shambray, CPPB

Purchasing Manager

11/23/16

NOTE: The original of this form must be included with your RFP response.

## **VII. EVALUATION AND SCORING:**

Selection of the Successful Proposer will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation and scoring by the Selection Committee. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The evaluation totals will be used to rank each firm one, two, three, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

1. Firm's project-related experience in Southeast Florida.
2. Firm's personnel qualifications.
3. Firm's governmental experience.
4. Firm's approach to project management.
5. Firm's resources, personnel availability and commitment.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm's chance of being selected.

The Scoring Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis for establishing a finalist list of the top ranking RFQ submittals.

**Firm Project Related Experience in Southeast Florida:** The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections. Particular attention should be given to projects completed with Southeast Florida governmental agencies. This information must be included on SF 330 form.

**Firm's Personnel Qualifications:** The firm shall name the actual Project Manager assigned to the City and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on City projects. This information must be included on SF 330 form.

**Firm's Governmental Experience:** The firm shall detail experience with other governmental agencies. This information must be included on SF 330 form. In order to encourage participation by certified minority business enterprises, the award of the maximum points (20) in this category will be made only to firms that are State and/or County certified minority business enterprises.

**Firm's Approach to Project Management:** The firm shall provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other governmental agencies and other utility companies.



## **EXHIBIT “B”**

### **Hourly Rate Schedule**



**HOURLY RATE SCHEDULE – CITY OF MARGATE**

Principal	\$ 225.00
Senior Project Manager I	\$ 155.00
Designer	\$ 155.00
Project Manager	\$ 140.00
Project Specialist III	\$ 125.00
Project Specialist II	\$ 115.00
Project Specialist I	\$ 95.00
CAD Draftsperson	\$ 85.00
Administrative Assistant	\$ 70.00

**EXHIBIT “C”**

**Insurance Certificate(s)**