



REQUEST FOR QUALIFICATIONS

Consulting Services - Fort Harrison Complete Streets Project

RFQ 04-21

December 15, 2020

NOTICE IS HEREBY GIVEN that sealed Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, January 27, 2021** to provide **Consulting Services - Fort Harrison Complete Streets Project**.

Brief Description: The City of Clearwater (City) is soliciting responses from qualified engineering consulting firms to provide assessment, design, bidding assistance, project administration, construction engineering inspection (CEI) assistance and other engineering-related services required for the Fort Harrison Complete Streets Project.

Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

This Request for Qualifications, any attachments and addenda are available for download at <https://www.myclearwater.com/business/rfp>

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the response.

General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to Valerie Craig, Sr. Procurement Analyst at Valerie.Craig@myclearwater.com.

This Request for Qualifications is issued by:

Lori Vogel, CPPB
Procurement Manager
lori.vogel@myclearwater.com

Procurement Division
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33578-4748
727-562-4630 Tel

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Contact listed on Page One (1). Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their response.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a response.
- i.3 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: January 27, 2021
Time: 10:00 AM (Local Time)
The City will open all responses properly and timely submitted and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, responses are available for inspection by contacting the Procurement Division.
- i.4 **RESPONSE SUBMITTAL:**
It is recommended that responses are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

Firms may mail or hand-deliver responses to the address below. Use label at the end of this solicitation package. E-mail or fax submissions will not be accepted.

City of Clearwater
Attn: Procurement Division
100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater FL 33758-4748

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a response that is not properly addressed and identified.
- i.5 **LATE RESPONSES.** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will be returned unopened to the respondent. The respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The respondent agrees to accept the time stamp in the City's Procurement Division as the official time.
- i.6 **LOBBYING.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City is prohibited. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting. This prohibition shall not apply to communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to clarification of responses, presentations if provided in the solicitation, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

INSTRUCTIONS

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- i.7 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page One (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of responses submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.
- i.8 **FORM AND CONTENT OF RESPONSES.** Unless otherwise instructed or allowed, responses shall be submitted on the forms provided. An original and the designated number of copies of each response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the response is not properly signed or if any changes are not initialed, it may be considered non-responsive. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
- i.9 **DEBARMENT DISCLOSURE.** If the respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a (sub)contractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.10 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to reissue the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by part or portion, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.
- i.11 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.12 **ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the procurement process, including respondents and contractors.

To achieve the purpose of this Article, it is essential that respondents and contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

INSTRUCTIONS

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.13 **GIFTS.** The City will accept no gifts, gratuities or advertising products from respondents or prospective respondents and affiliates.
- i.14 **PROTESTS AND APPEALS.** If a respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policies and Procedures. If any discrepancy exists between this Section and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the opening must be filed with the Procurement Manager no later than five (5) business days before Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Division.

ADDRESS PROTESTS TO:

City of Clearwater - Procurement Division
100 So Myrtle Ave, 3rd Fl
Clearwater FL 33756-5520
or
PO Box 4748
Clearwater FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.15 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.
- i.16 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following criteria.
- a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity (e.g., has the respondent been delinquent or unfaithful to any contract with the City), whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

The criteria that will be evaluated based on the following relative weights:

Evaluation Criteria (<i>Response Format, pgs. 11-12</i>)	Points
Professional Qualifications (Tab 2)	30
Relevant Project Experience (Tab 3)	25
Technical Approach (Tab 4)	15
Project Methodology and Schedule (Tab 5)	15
Quality Management Plan (Tab 6)	15

- i.17 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. The City will finalize ranking of the firms upon conclusion of presentations/interviews.
- i.18 **PRESENTATIONS/INTERVIEWS.** The respondent must provide a formal presentation/interview upon the request of the City. The location shall be determined by the City. Virtual presentations/interviews may be required.
- i.19 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

INSTRUCTIONS – EVALUATION

result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

- i.20 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the respondent's responsibility to check the City of Clearwater's Purchasing website at <https://www.myclearwater.com/business/rfp> to view the Procurement Division's Intent to Award postings.**

- i.21 **RFQ TIMELINE.** All dates are tentative and subject to change.
Release RFQ: December 14, 2020
Advertise Tampa Bay Times: December 16, 2020
Responses due: January 27, 2021
Review responses: January 27 – February 12, 2021
Presentations (if requested): Week of February 22, 2021
Award recommendation: Week of February 22, 2021
Council authorization: April 2021
Contract begins: April 2021

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The project mission is to provide cost effective municipal services and infrastructure, facilitate development of the economy and support a high quality of life and experience for Clearwater residents and visitors. The City is seeking an engineering consultant who shares the same vision as it relates to the Fort Harrison Avenue (FHA) Complete Streets Project.
2. **INTRODUCTION.** The City is seeking an engineering consulting firm for assessment, design, bidding assistance, project administration, planning, assistance with CEI services, construction management and other engineering-related services required for the FHA Complete Streets Project.

“Complete streets” shall be defined as a means of safe travel for pedestrians, motorists, public transit vehicles, cyclists, micromobility devices and any means of legal transportation within the public right-of-way. Complete streets will provide for frequent and safe pedestrian crossing opportunities, median islands, accessible pedestrian signals, curb extensions and more.

The project will be all-inclusive meaning that all stormwater conveyances and structures, utility infrastructure (above and below-surface), streets, sidewalks, and landscaping within the public right-of-way shall be assessed for re-design, repair and/or replacement.

Important Note on Project Phasing: The design and construction for the FHA Complete Streets Project will be phased. The number of phases and phase limits have not yet been determined. Upon selecting the most qualified firm, the City and the selected firm will work together to analyze and delineate final phase limits. This RFQ seeks to determine the most qualified applicant for phase 1 only. Contract extensions for additional phases are defined later in this document.

3. **BACKGROUND.** FHA is classified as a collector road that runs from N. Myrtle Avenue (north) to Belleair Road (south) through downtown Clearwater. The majority of FHA is comprised of a three-lane section (a northbound, southbound, and two-way continuous left turn lane) and an undivided four-lane section with two (2) northbound and two (2) southbound travel lanes (Belleair Road to Bellevue Boulevard).

Major surface components of the FHA right-of-way include existing pavement, sidewalks with landscaped buffers, striped medians and signalized intersections with pedestrian crosswalks. Major subgrade components include utility infrastructure such as stormwater conveyances, potable water, sanitary sewer, reclaimed water, natural gas, and fiber optic lines/structures.

There are major public utility intersections within the FHA alignment, relatively larger in diameter, such as the main service lines to Clearwater Beach. In addition, private infrastructure, such as power and communication utilities that support Morton Plant Hospital, exist within the FHA right-of-way. It shall be the responsibility of the selected firm to field verify all utilities prior to design and construction. It is important to note that the intersecting utilities shall remain in service throughout the duration of the project.

The following information is posted on the City’s FTP site to aid in preparing responses.

- Atlases-RFP for Complete Streets: The City of Clearwater infrastructure data for the project location has been uploaded to the City’s FTP site to aid in preparing responses.
- Exhibit A- Preliminary Phase Map
- Exhibit B- Fort Harrison Traffic Volume Study
- Exhibit C- Ft Harrison Avenue Complete Streets Study. (Carefully review this exhibit, particularly the low-cost options (demonstration projects) and temporary solutions for Complete Streets installations. The City may require the selected firm to provide implementation opportunities for the same strategies listed in the Study while more permanent installations are being designed. The locations of the demonstration projects must be identified within two months of the work order.)

DETAILED SPECIFICATIONS

FTP Site Access:

[ftp://vendor:clearwater@ftpserver.myclearwater.com/Purchasing/RFQ_04-21_Fort Harrison Complete Streets Project Consulting Services/](ftp://vendor:clearwater@ftpserver.myclearwater.com/Purchasing/RFQ_04-21_Fort_Harrison_Complete_Streets_Project_Consulting_Services/)

Username: vendor (lower case)

Password: clearwater (lower case)

4. **SCOPE OF SERVICES.** The project will consist of converting an existing portion of Fort Harrison Avenue into a complete street. Major infrastructure design, as described above, will be included. The selected firm is expected to provide all project related engineering and consulting services for project completion. This includes but not limited to the preparation of complete and comprehensive phased design drawings, specifications, construction documents, analysis and preparation of project cost estimates, creation and organization of project presentations, coordination and attendance of all project meetings (including Neighborhood and City Council meetings) and direction and utilization of public outreach efforts.
5. **REQUIRED QUALIFICATIONS.** Qualified firms must demonstrate competence in areas of civil engineering including but not limited to related fields such as roadway design, stormwater design, utility design, surveying and mapping, landscape architecture, environmental engineering, construction management, and inspection for similar municipal projects. Qualified firms shall have significant experience in stormwater and utility design within high traffic municipal corridors. Firms shall also have experience designing such systems to maintain service throughout construction with minimal disruption.
6. **INSURANCE REQUIREMENTS.** The Consultant shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement. Specific work may require additional coverage on a case by case basis:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

DETAILED SPECIFICATIONS

- d. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage. The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Purchasing, RFQ #04-21
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

MILESTONES

1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** April 2021 through August 2022

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

RESPONSE FORMAT

1. **RESPONSE SUBMISSION.** Hard copy documents and electronic copies are required. Electronic copies may be submitted through our bids website at <https://www.myclearwater.com/business/rfp>.

Mailed and/or hand-delivered responses must include one (1) signed original (identified as ORIGINAL) response, five (5) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation.

2. **RESPONSE FORMAT** - Qualifications shall be submitted in bound volumes on standard 8½" x 11" paper; a single 8½"x11" sheet printed on both sides is two (2) pages. All information must be assembled and indexed in the order indicated below. The page count shall not exceed **twenty-nine (29) total pages**, this includes typed text, graphics, charts and photographs, but does not include supporting documents for Tabs 7 and 8, the tabbed separator pages, cover page, Table of Contents, and back page.

TAB 1 – Letter of Interest (two [2] pages). A letter of interest detailing qualifications, related experience, ability to perform the work and to meet the above referenced selection criteria. Name, address, contact person and phone number, shall be provided.

TAB 2 – Professional Qualifications (30 points; six [6] pages). Describe the firm's professional background. At a minimum include the following:

- a. Affirmative statement indicating the firm and all key personnel (where applicable) are legally able to perform work in Florida. *Note: At least one (1) key staff member must possess a Florida Professional Engineering License.*
- b. Organizational chart and descriptions of the functions, qualifications and relevant project experience of key staff members who will work on this project (*any changes in key personnel after the contract award must be approved by the City*). Include the expected involvement for each key staff member.
- c. Summary of the knowledge of local conditions and local codes/ordinances

TAB 3 – Relevant Project Experience (25 points; six [6] pages). Describe the firm's professional experience with three (3) similar projects, preferably within the last 10 years, for which the firm has provided services relative to the Scope of Services for this project. Experience with municipal corridors is preferred. At a minimum include the following:

- a. Detailed description of each project
- b. List of current key staff members that worked on each project
- c. Client references for the three (3) selected projects including contact name, mailing address, email address, and phone number

TAB 4 – Technical Approach (15 points; six [6] pages). Provide a description of the firm's technical abilities relevant to the Scope of Services. At a minimum include the following:

- a. Description of the ability to create, transfer and share technical data
- b. List of technical hardware, equipment and software programs required for 2D and 3D drawings, professional plots, photographic & video displays, and presentations. Include all licenses for specialized software.
- c. Provide innovative methodologies used in data collection, design, and presentation. *E.g., capturing existing 3d terrain using drone data collection. E.g., presentations using 3d model printing.* Explain how these technologies can be used for this project.

TAB 5 – Project Methodology and Schedule (15 points; six [6] pages). Demonstrate an understanding of specific project goals that meets the needs of the City. This may include the following:

- a. Specific needs for infrastructure repair, removal and/or replacement
- b. Ideology of complete streets as it has been identified within this document
- c. Detailed work phase/task plan, including a tentative schedule of completion

RESPONSE FORMAT

TAB 6 – Quality Management Plan (15 points; three [3] pages). Describe the firm's systematic approach to quality assurance throughout the project cycle. Explain the firm's methodology for Quality Assurance/ Quality Control (QA/QC) procedures and reporting, including specific steps conducted for technical reviews of various types of deliverables prior to submission to a client.

TAB 7 – Litigation. *NOTE: this is not considered Confidential or Proprietary information – any response indicating such may be deemed non-responsive to the RFQ.*

- a. Provide a complete listing of any convictions or fines incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Clearwater while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.
- b. Provide a complete listing of all litigation involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party.
- c. Provide a complete listing of all administrative proceedings involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party. (NOTE: Administrative Proceedings shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.)
- d. Provide a complete listing of all arbitrations involving a construction project or contract, whether currently pending or concluded in the past three (3) years, in which the respondent firm was a named party.

TAB 8 - Other Forms. The following forms shall be completed and signed:

- a. Exceptions, Additional Materials, Addenda form
- b. Company Information form
- c. Response Certification form
- d. Exhibit B – Scrutinized Companies Form
- e. Exhibit C - E-Verify Eligibility
- f. Copy of the firm's current Florida Department of Business and Professional Regulation's License and Contractor License
- g. If the firm is a corporation, a copy of the current Florida Corporation Registration
- h. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Respondents shall indicate any and all exceptions taken to the provisions or requirements in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Response non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this response

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at <https://www.myclearwater.com/business/rfp> prior to the bid opening. Failure to acknowledge any addenda issued may render a Bid Non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name _____ Date _____

COMPANY INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

RESPONSE CERTIFICATION

By signing and submitting this Response, the Company certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- e) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- f) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- g) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- h) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- i) It is current in all obligations due to the City.
- j) It will accept such terms and conditions in a resulting contract if awarded by the City.
- k) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED RESPONSE

Submitted by: Company Name:
Address:
City, State, Zip:
RFQ #04-21, Consulting Services - Fort Harrison Complete Streets Project
Due Date: January 27, 2021 at 10:00 A.M.

City of Clearwater
Attn: **Procurement Division**
PO Box 4748
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED RESPONSE

Submitted by: Company Name:
Address:
City, State, Zip:
RFQ #04-21, Consulting Services - Fort Harrison Complete Streets Project
Due Date: January 27, 2021 at 10:00 A.M.

City of Clearwater
Attn: **Procurement Division**
100 S Myrtle Ave 3rd Fl
Clearwater FL 33756

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----