



City of Doral

RFQ No. 2023-08

General Engineering and Architectural Services

Addendum No. 3

1. On page 18 of the RFP, Under 5. Proposer Qualification Statement, Part I, ii. Respondent's Experience, does the City want the prime consultant's experience or the teams (prime and subs)?
 - Please refer to Addendum 2 response to Question 1.
2. For the "iii. Respondent's Past Performance" on page 18... Can we provide projects/contracts from the City of Doral in this section?
 - Yes.
3. Do liability / workers comp policies generally cover the specific areas you are requesting under the insurance requirements such as:
 - a. General Liability: Structural Design/Traffic/Roadway Design 5M occurrence 5M Aggregate (Bridges, retaining walls, Traffic Signaling or otherwise considered Heavy Construction)
 - b. Professional Liability: Professional Liability: \$5,000,000 (Non-Structural and not heavy construction 1M is acceptable)
 - c. Structural Design/Traffic/Roadway Design Limit of Liability \$10,000,000 (Bridges, retaining walls, Traffic Signaling or otherwise considered Heavy Construction)
 - d. Workers' Compensation: Structural Design/Traffic/Roadway Design Limit of \$1,000,000/1,000,000/2,000,000 (Bridges, retaining walls, Traffic Signaling or otherwise considered Heavy Construction)
 - Liability and workers' compensation policies generally provide coverage for various areas, including those mentioned in the insurance requirements. However, the specific coverage for these areas may vary depending on the policy terms and conditions. Prior to executing the Professional Services Agreement with an Awarded Proposer, the City will review the insurance policies to ensure that the coverage meets the specific requirements outlined in the agreement. It is possible that supplemental insurance may be required on a case-by-case basis (i.e., per work order) to ensure that the necessary coverage is in place, depending on the nature of the work and its associated risks.
4. Can we show projects from our subconsultants along with ours in the Respondent's Past Performance Section in the Technical Submittal and on the SF330 form?
 - Please refer to Addendum 2 response to Question 1. "Respondent's Past Performance" refers to the Proposer/prime's experience only, whether as a prime or subconsultant.
 - SF330 form must include projects for Proposer(prime) and key subcontractors (SF330 Section C), resumes for key personnel (SF330 Section E), projects illustrative of proposed team qualifications (SF330 Section F), and key personnel in example projects (SF330 Section G).
5. On page 19 of the RFQ, under c. Part II – Architect-Engineer Qualification Form 330, the City states that "information for both Prime and Subconsultants shall be submitted in sections E, F, G, and H of SF 330 Part I". Section F typically contains only 10 projects. As our team consists of more than 10 subconsultants, should we submit 10 projects (which may not include information for each subconsultant) or submit more than 10 projects to ensure each subconsultant is represented in this section?
 - Proposers may submit more than 10 projects by supplementing SF 330.

6. Section 2.2-Proposal Submittal Instructions says, “Responses by corporate entities must be executed in the corporate name by the highest-ranking executive officer or other corporate officer accompanied by evidence of authority to sign.” Is a Vice-President/Officer authorized to sign the proposal?
 - Please refer to RFQ Section 2.2 which includes any “other corporate officer accompanied by evidence of authority to sign.”
7. Can we use an 11x17 landscape format for the organization chart?
 - Proposal should be submitted on 8x11 pages.
8. In reference to Certified Minority Business Enterprise: What minority certification will be accepted by the City of Doral for this RFQ (Small Business Enterprise – SBE, Small/Minority Business Enterprise – S/MBE, Minority/Woman Business Enterprise – M/WBE, Disadvantage Business Enterprise – DBE)?
 - Please refer to Section 288.703, Florida Statutes, which defines “Certified minority business enterprise” and “Minority business enterprise” among other relevant definitions.
9. In reference to Certified Minority Business Enterprise: What County or agency minority certification will be accepted for this RFQ (Miami-Dade County, Miami-Dade County Public Schools, Broward County Public Schools, etc.)?
 - The City will accept any minority certification by the State of Florida or other certifying jurisdiction approved in accordance with Section 287.0943(1) and (2), Florida Statutes.
10. Page 17-18, Number 5.a.iii – Respondent’s Past Performance: Are we to include past projects for the respondent’s entire proposed team (include project examples from subconsultants) or only include projects belonging to the prime firm?
 - Please refer to the response to Question 4 herein.
11. We see that you have included an economist on the Exhibit D Consultant’s Billing Rate sheet. Is it the City’s desire to have an economist on the team for this contract?
 - Yes.
12. On Exhibit A – Required Submission Forms, page 34, #5 of the RFQ – the City asks for individuals or entities who would have an interest in the proposed transaction with the City. We assume the Prime Firm (no joint venture) would hold 100% of this contract, since the form says to exclude subcontractors/consultants -- Can the City clarify what they are specifically looking for here?
 - The referenced subsection of the RFQ requires identification of any individuals or entities that hold a material interest in the contract if awarded to the Proposer (excluding the proposer itself, which is addressed in the preceding sections 3 and 4, and excluding subcontractors, suppliers, laborers, or lenders).
13. In the sample contract, Section 3.2 is in direct conflict with other sections of this article providing terms for termination. Please consider removing this item from the contract.
 - Section 3.2 of Exhibit C – Draft Professional Services Agreement shall be amended as follows (stricken language is removed, underlined language is added):

3.2 Effect on Project Agreement: Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s), except as explicitly provided herein.

14. In the sample contract, under section 3.4, please consider removing the following language: “or causes it to be terminated by the CITY”.

- Section 3.4 of Exhibit C – Draft Professional Services Agreement shall be amended as follows (stricken language is removed, underlined language is added):

3.4 Termination For Cause: A Project Agreement may be terminated by either party for cause, upon fourteen (14) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. Cause shall be defined as a substantial failure by the other party to perform in accordance with the terms and conditions contained in this Agreement and/or any Project Agreement through no fault of the terminating party. In the event that CONSULTANT abandons this Project Agreement ~~or causes it to be terminated by the CITY or the CITY terminates the Project Agreement for cause,~~ the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. The aforementioned indemnification shall be in addition to, and shall not be construed to limit, the indemnification set forth in the RFQ, attached and incorporated as Exhibit “B”. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.5 of this Agreement and the provision of Section 3.5 shall apply.

15. In the sample contract, under section 3.6, please consider adding the following underlined language: “Assignment Upon Termination: Upon termination of a Project Agreement, upon payment by CITY for all work performed by the CONSULTANT up to the date of termination, a copy of all of the CONSULTANT’s work product shall become the property of the CITY and the...”

- At this time, this language is rejected.

16. In the sample contract, under section 10.5, please consider adding the following underlined language: “10.5 Any modifications by the City to any of the CONSULTANT’s documents, without written authorization by the CONSULTANT and/or any use of said documents for any purpose beyond that contemplated by the related Project Agreement will be at the City’s sole risk and without liability to the CONSULTANT.”

- Section 10.5 of Exhibit C – Draft Professional Services Agreement shall be amended as follows (stricken language is removed, underlined language is added):

10.5 Any modifications by the City to any of the CONSULTANT’s documents, without written authorization by the CONSULTANT, and/or any use of said documents for any purpose beyond that contemplated by the related Project Agreement, will be at the City’s sole risk and without liability to the CONSULTANT.

17. Is there an established MBE/SBE/DBE goal for this contract?

- There is no additional MBE/SBE/DBE goal beyond what is set forth in this RFQ and as required by Florida Statutes.

18. May the proposal response contain font colors within graphics that are not blue or black ink?
- Yes, provided the colors remain legible. The City shall not be responsible any may not provide credit where applicable if any portion of the Proposal contains font that is rendered in such a color that it is not reasonably visible or legible to the naked eye.
19. Does the Consultant need to submit an SF330 Part I Section E Resume for every team member, including support staff, or just key personnel?
- SF330 Part I Section E Resumes should be completed for all key personnel participating in the Proposal.
20. May we submit more than ten (10) projects for SF330 Part I Section F?
- Please refer to the response to Question 5 herein.
21. We request the City of Doral address problematic language in RFQ No. 2023-08. The indemnity in section 1.38 page 13 does not comply with Florida Statute 725.08 by requiring a defense. Will you agree to remove the requirement to “defend”?
- Section 1.38 of the RFQ shall be amended as follows (stricken language is removed, underlined language is added):

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. ~~In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City.~~ The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless ~~and defend~~ the City or its officers, employees, agents and instrumentalities as herein provided.

~~The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.~~

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and ~~defend~~ indemnify the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

- Section 2.9 of the RFQ shall be amended as follows (stricken language is removed, underlined language is added):

2.9 Agreement Terms and Conditions

The Proposer(s) awarded a contract to render the services requested herein shall be required to execute a Professional Services Agreement ("PSA" or "Agreement") with the City. Certain provisions of the Agreement are non-negotiable, including, without limitation, those provisions explicitly set forth in this RFQ such as hold harmless, duty to ~~defend~~ and indemnify the City, insurance, payment and performance bond(s), etc. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

Further details concerning the terms and conditions are contained in the Agreement, as sample of which is included as Exhibit C of this RFQ. A detailed Scope of Work will be developed by the City for each Work Order issued.