



An Equal Opportunity Employer

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April 3, 2018

Set 5

TO: All Potential Respondents
RFQ 001-18 General Engineering and Professional Services

FROM: Christy Aulicino, Procurement Specialist 2

SUBJECT: Response to Questions

QUESTION: Are we required to complete and submit these forms as part of our RFQ package. The Instructions within the Certified Wage & Job Classification document says it must be completed, but I do not see that stated within the RFQ itself.

ANSWER: Please see Question and Answer Set 4.

QUESTION: If employees of our firm were a major sub-consultant to another firm on a project completed for the District, can we use the Consultant Performance Evaluation (CPE) in our project references?

ANSWER: Please see Question and Answer Set 3.

QUESTION: For a prime submitting on multiple chapters (C and D for example), but using a sub only for one chapter (C), does the sub's volume of work calculated in Unit 1 count against the prime's scores for both chapters?

ANSWER: Yes, Volume of Work is calculated as a cumulative score for all Chapters included in the response.

QUESTION: Are scores for Unit 1 (non-chapter specific) scored individually by each chapter evaluation group, or once with the same Unit 1 score applied to each chapter?

ANSWER: Unit 1 and the applicable Unit 2 will be evaluated by each Chapter Evaluation Committee member.

QUESTION: Can the scoring sheet or guidelines that will be used, be provided?

ANSWER: Part V of the RFQ provides the exact evaluation criteria that is used by the Evaluation Committees.

QUESTION: At the time of the pre-proposal meeting, the evaluation committee had not been decided. Has the selection committees for each chapter been decided? If so, please provide who will be assigned to each chapter.

ANSWER: The tentative list of evaluators for this RFQ is as follows:

Evaluator Name	Chapter Assignment
James Fine	ALL
Jeff Hagberg	B
Jerry Mallams	B
Patrick Casey	B
Tom Burke	B
Janie Hagberg	C
Matt Preston	C
Michelle Hopkins	C
Randy Smith	C
Catherine Wolden	D
Chris Anastasiou	D
John Emery	D
Sky Notestein	D
Eric DeHaven	E
Kevin Vought	E
Owen Thornberry	E
Tamera McBride	E
Corey Denninger	F
Jim Owens	F
Mark Lapham	F
Robert "RJ" Dowling	F
Aaron Brown	G
Axel Griner	G
Jamison Janke	G
Dawn Turner	H
JP Marchand	H
Monte Ritter	H
Scott Letasi	H

QUESTION: Addendum #2 eliminated the "title" requirement and replaced it with "position title". The organizational chart for Unit 1 requires company structure which includes positions that are not included in the list provided by SWFWMD (e.g. CEO, President, Vice President, CFO, etc.). Please provide clarification on how these individuals should be classified.

ANSWER: If a comparable title is not found in the Certified Wage and Job Classification Packet, the firm's title can be used. Notation of this variance would be helpful for use if the Respondent is shortlisted for negotiations.

QUESTION: At the March 9 pre-proposal meeting it was stated that an e-mail or other written form of communication, rather than a letter of reference on agency letterhead, would be acceptable as a letter of reference for those agencies which do not/will not provide a reference on agency letterhead. Your response to questions dated March 23 contradicts this? Given that many agencies, including other water management districts, will not provide letters on agency letterhead, can you please clarify – will e-mails or other written references from the project manager or other responsible party at a governmental agency who cannot, by matter of policy, provide a letter of reference be acceptable?

ANSWER: Please see Question and Answer Set 4 and Addendum #3.

QUESTION: Does the SWFWMD use their own labs or have separate lab contracts?

ANSWER: If the District has the capability and resources to do the analysis, the District may utilize our internal Lab to provide that service, if not then it will be relied upon by the respondent.

QUESTION: Under Chapter Team Qualifications, does every Checklist box checked have to be covered in the Project Write-up or can they encompass a subset of the Checklist items and the remainder of the Checklist be covered in the resumes? It says that “Considerations for this category include, but are not be limited to,…” so will the resumes be reviewed as part of the considerations for the Chapter Team Qualifications category?

ANSWER: It is at the discretion of the Respondent how they feel they need to demonstrate their qualifications. As specified in Section 5.2, Evaluation Method and Criteria, Team Member Qualifications, “Team Member Resumes and Licenses” are one of the document types identified as a consideration in this category.

QUESTION: In section 1.8.2.1 of the RFQ, it is requesting the company’s Certificate Authorization which is also called a Certificate of Good Standings for the Respondent and all Sub-Respondents. One of our Sub-Respondents is a lab company, [Lab Name], and only has the attached Certificate from the Florida Department of Health. Is this document what you are looking for?

ANSWER: Yes

QUESTION: Refer to Part V, Section 5.2, Unit 2 – Chapter Team Qualifications: If a respondent is only able to provide 2 of the required 3 references, how many of the 30 available points for that section would be lost

ANSWER: It is a requirement to provide 3 references per Chapter to be responsive to this RFQ.

QUESTION: RFQ, Addendums, and Response to Questions: These documents are protected therefore we are unable to extract the Cover Sheet and Attachment 1 in order to include only those pages in our response. Addendum 1 and 2 is also protected and we are unable to print in order to have signed and include in our response. Is it possible to get these documents unprotected so we can print and include within our response? The RFQ and the addenda are not printable documents and therefore we cannot print individual forms required. Otherwise we have to include the entire RFQ packet with Cover Sheet and Attachment 1.

QUESTION: The RFQ document is a protected pdf, so we are not able to extract the cover page and Attachment 1 Chapter Checklist to complete and include in our response. Is it possible to get the separate pdf files for these two items?

QUESTION: When working on the forms and addenda acknowledgements, when I go to edit the forms, it states that the forms are password protected. Can you provide the password to be able to add text to these documents?

ANSWER: The RFQ and all addenda are posted as printable documents on the District's website at: <http://www.watmatters.org/procurement> and at: www.demandstar.com. The only protection activated on these documents is to restrict making changes to the documents, therefore these pages can be printed and utilized accordingly. The Coversheet and Chapter Checklist are published as fillable forms within the Specifications and will not be published or provided separately or in another format.

QUESTION: 1.8 Response Format: Bullet 5 directs the Respondent to clearly number all pages so that the District can reference specific pages in the event that clarification is requested from the Respondent. Can you clarify if page numbers should be added to the following required documents?

1. Unit 1-Cover Sheet: RFQ Form
2. Unit 1-Addenda Acknowledgement: Received from SWFWMD
3. Unit 1-Chapter Checklist: RFQ Attachment 1
4. Unit 2-Reference Letters: Received from various clients
5. Unit 2-Certificates/Licenses: Include with associated with Resumes

ANSWER: All pages of the response, with the exception of tabs, should be numbered.

QUESTION: 1.8.1.1.3 Firm History: Is there a page limit for this tabbed section?

ANSWER: The District did not include a page limit for this section, however as stated in this section, the requested information is a list of firm names. No other detail should be provided.

QUESTION: 1.8.1.2.2 Chapter Projects and References: Project Reference Letters for District Projects: can we include 'performance evaluation' received from the District for the work completed in 2015, but performed under the contract from pre-2014 contract?

ANSWER: The only document allowed as a reference for a District project is the Consultant Performance Evaluation. This document was only utilized by the District in conjunction with TWAs assigned as a result of RFQ 015-13.

QUESTION: 1.8.1.2.2 Chapter Projects and References: Non-District Reference Letters: If a client does not want to send the reference letter to us but prefers to send it directly to SWFWMD, can they do this and if so to whom should the reference letter be sent to?

ANSWER: No, references must be provided as part of the response.

QUESTION: 1.8.1.2.2 Chapter Projects and References: Reference Letters: For clients not willing to provide reference letters due to client policy, can we provide client name and contact information in lieu of a reference letter?

ANSWER: No, please see Question and Answer Set 4 and Addendum #3.

QUESTION: 1.8.2 Resumes and Licenses: RFQ requirement states that resumes must be more than two (2) pages followed by a copy of applicable license(s). Is the copy of applicable license(s) in addition to the two (2) pages in length per resume?

ANSWER: Yes

QUESTION: RFQ 001-18 Addendum #1: Please clarify the intent of the added Other Licenses. Is this meant to include Non-Florida licenses for Key Personnel and/or Team Members or to provide other licenses not mentioned such as PWS, ENV SP, GSP, etc.?

ANSWER: It is the responsibility of the Respondent to determine if any other licenses are required "to provide the Services for each proposed Key Personnel or Team Member for this RFQ in accordance with all applicable local, state and federal laws and regulations." The District added the category to provide the Respondent the flexibility to do so in their response.

QUESTION: Chapter F: May a firm both prime this pursuit and be a sub-consultant to another firm that is priming it?

ANSWER: Yes

QUESTION: Chapter F: Do the Letters of Reference need to be originals?

ANSWER: Yes, documents submitted in the one (1) original response submission must be originals.

QUESTION: **Chapter F: In the Chapter Organizational Charts, is it acceptable to assign staff classifications as outlined in the “Certified Wage and Job Classification Packet” reference document?**

ANSWER: Please see Addendum #2.

QUESTION: **For Chapter 2, does SWFWMD potentially anticipate using this contract for debris removal service, or is SWFWMD anticipating using this contract to audit/oversee a debris removal contractor?**

ANSWER: That has yet to be determined at this time.

QUESTION: **Would the SWFWMD consider extending the due date for submittal of responses to the RFQ?**

ANSWER: No

QUESTION: **Per Page 4 of the RFQ (1.8 – Response Format), “text will be single spaced using 12-point font, except for headers, footers, tables, graphs and charts which can use 10-point font.” Does this mean that text may be larger than 12-point font and that the numbers given are minimums? Or does this mean that all text must be either 10-point or 12-point font?**

ANSWER: All text will be either 12 or 10-point font.

QUESTION: **Per Page 4 of the RFQ (1.8 – Response Format), “Subsection 1.8.1, Document Submittals, and all Subsections and Sub-subsections thereunder will be tabbed...” Does a tab refer to a physical tab (i.e. divider) or does it simply refer to a page that begins a new section?**

ANSWER: A physical tab, or small flap or strip of material attached to or projecting from the page and used for identification and to manipulate to the applicable section.

QUESTION: **Is there a minimum or maximum limit to the margin size that can be used?**

ANSWER: No

QUESTION: **Is 1.15-spaced allowed instead of single spaced in order to make the submittal more legible?**

ANSWER: No

QUESTION: **Will cover and tabbed divider sections count against the page limits?**

ANSWER: No

QUESTION: Should Unit 1 be identical for all Chapters submitted on or should it differ per Chapter?

ANSWER: Please see Question and Answer sets 2 and 3.

QUESTION: Do one (1) original, two (2) copies and one (1) USB flash drive need to be provided per Chapter or one (1) original, two (2) copies and one (1) USB flash drive for the entire submittal?

ANSWER: One (1) original, two (2) copies and one (1) USB flash drive for the entire response.

QUESTION: Section 1.8.1.2.2 Chapter Projects and References on page 7 which states “. . . Identify three (3) references from the examples of past projects listed and provide a letter of reference from the organization on their letterhead . . .”. The Respondent proposes to include in the key personnel and/or a team member staff who was recently hired from a county government, who was a project manager and engineering section manager, and has the qualifications and experience for a Chapter. Is a letter of reference from the that employee’s supervisor acceptable? Does the letter need to be project specific, thus requiring separate letters for each Task within a Chapter?

ANSWER: Please see Question and Answer Set 4 and Addendum #3.

QUESTION: I have a few questions about the SWFWMD's job classification language...I'm a bit confused by the use of the semi-colon, together with the word "and." What are the requirements to be, say, the Data Modeler 1? Is it a MS and 10 years of experience, or is it a MS, 10 years of experience, AND a FL PE/PG Certification or PhD? In other places, the language says "or equivalent experience." In this case, is having the PhD or PE certification equal to some number of years or experience? In general, is there some number of years that the WMD considers to be equivalent to an academic degree? For example, is a BS degree plus 3-5 years of experience equal to a MS?

Finally, is this list intended to be a guide or definitive? This list implies a person with less than 10 years of experience could not qualify as a Data Modeler. Or that they have to have a FL PE/PG certification or PhD to be a Data Modeler. What if the person does not have a FL PE/PG certification, but holds it in other states?

ANSWER: Per the Certified Wage and Job Classification Packet, equivalent experience is defined as “2 years of experience equals 1 year of education.” The qualifications listed on this document, including certifications, are the minimum qualifications that will be accepted for Key Personnel and Team Members to qualify for that position at the time of negotiations. To use the example provided in the question, a Data Modeler 1 must have a minimum of a master’s degree, 10 years of experience and a Florida PE/PG Certification, or a PhD and 10 years of experience. This position does not provide an option for equivalent experience in lieu of the education requirement. This reference document is a portion of what will be utilized by the awarded Respondents during the negotiation process.

QUESTION: **Concerning Attachment 2 SAMPLE AGREEMENT, under Article 20, will the District agree that each party shall bear its own attorneys’ fees and costs where each party is performing its obligations in good faith and fair dealing?**

ANSWER: The District is not agreeable to revising Paragraph 20, Attorneys Fees, in the Sample Agreement.

QUESTION: **Concerning Attachment 2 SAMPLE AGREEMENT, under Article 11, where the RFQ seeks professional services, will the District agree that FL statutes chapter 725.08 applies, which provides that, “The Consultant will indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.”**

ANSWER: The District agrees that Section 725.08, F.S., applies to this RFQ.

QUESTION: **Concerning Attachment 2 SAMPLE AGREEMENT, under Article 14, where default is a severe sanction that either party can invoke, will the District agree that there must be a “failure to comply with any material term or condition of the Agreement” in order to enable a party to exercise that contractual provision?**

ANSWER: The District is not agreeable to revising Paragraph 14, Default, in the Sample Agreement.

QUESTION: **Concerning Attachment 2 SAMPLE AGREEMENT, under Article 19, Remedies, where the penalty can be significant, will the District agree that the provision will be invoked if the Consultant fails to timely comply with a material obligation in this Agreement or TWA” in order to be considered a “breach of this Agreement,” entitling the District to seek attorneys’ fees and costs?**

ANSWER: The District is not agreeable to revising Paragraph 19, Remedies, in the Sample Agreement.

QUESTION: Article 19 of the sample agreement states the following:

19. REMEDIES. Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement or TWA shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONSULTANT. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This Paragraph shall survive the expiration or termination of this Agreement.

Please advise as to whether the District would consider the following change to that article:

19. REMEDIES. Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement or TWA shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONSULTANT, to the extent that said breach is the result of any negligent or reckless act or omission, or any intentionally wrongful conduct by the CONSULTANT and/or other persons employed or utilized by the CONSULTANT in connection with the subject work. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This Paragraph shall survive the expiration or termination of this Agreement

ANSWER: The District is not agreeable to revising Paragraph 19, Remedies, in the Sample Agreement.

QUESTION: Attachment 2 Sample Agreement: Delay and Force Majeure. We ask that the contract include a provision that Consultant is not responsible for any delay in performance of work caused by any unforeseen circumstance or for circumstance beyond the reasonable control of Consultant or for delay not caused by the acts or omissions of Consultant. Consultant should be entitled to an extension of time equal to the extent of such delay.

ANSWER: The District is not agreeable to including the requested delay and force majeure provision in the Sample Agreement. Subparagraph 5.3 provides for a time extension in the event of a delay.

QUESTION: **Attachment 2 Sample Agreement: Retainage. Since the work required under this RFQ is for professional services, we ask that, in keeping with industry standards, any provision related to the retainage of funds from Consultant's fee be stricken from the contract as not applicable to such services.**

ANSWER: The Sample Agreement does not include a provision allowing the District to withhold a percentage of each invoice as final payment for the work performed for each TWA.