



## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP)**

**February 2, 2017**

#### **I. INTRODUCTION**

The City of National City's Engineering & Public Works Department seeks Statements of Qualifications (SOQs) from interested consultant firms to provide on-call project support services for National City's Capital Improvement Program (CIP). Disciplines and general services are listed under Section III "Scope of Services."

This RFQ describes the minimum required scope of services, the consultant evaluation and selection process, and the minimum information that must be included in the SOQ. Failure to submit information in accordance with the RFQ requirements and procedures may be cause for disqualification.

SOQs shall be submitted to the Office of the City Engineer no later than **5:00 PM on Monday, March 6, 2017**.

#### **II. BACKGROUND AND DESCRIPTION**

The City of National City's Capital Improvement Program, or CIP, represents a "sliding" five-year budgeting process for establishing the City's capital priorities and financing plan. The first year of the five-year program represents the "approved" capital budget, which is incorporated into the City's annual budget. The CIP, which is managed by the Engineering & Public Works Department under the direction of the City Engineer, addresses the repair, replacement and expansion of the City's physical infrastructure system, which includes, for example, streets, sewers, storm drains, lighting, buildings and parks.

CIP projects are categorized by project type as follows:

Infrastructure - streets, storm drains, sewer systems, street lighting, traffic signals and communications equipment, sidewalks and pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance;

Facilities - City offices, warehouses, public works yard and support structures, police and fire stations, community centers, public libraries, and information technology (computers, data storage, public safety cameras, and communications equipment);

Parks & Recreation - Community parks and amenities such as ball fields, restrooms, lighting, landscaping, walking paths and information technology; health and quality of life facilities such as recreation centers, municipal swimming pool, gymnasium and aquatic center;

Housing - site infrastructure for infill development projects that provide housing opportunities for individuals and families at all income levels.

The City's current 5-Year CIP is projected to deliver over \$60 million in major public improvements. Approximately \$25 million, or 40% of the CIP budget, is funded through active Federal, State and Regional "competitive" grants. Projects include corridor enhancements for traffic calming, pedestrian and bicycle safety, and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; street lights; sewer replacement and upsizing; storm drain improvements and implementation of LID measures for treatment of urban runoff; environmental remediation; ADA enhancements; mechanical, electrical, plumbing and energy efficiency upgrades for City-owned buildings; and enhancements to Community parks. Additional information on the City's CIP including project descriptions, budgets and funding is available at: <http://nationalcityprojects.com/>.

In order to design, manage and deliver these projects on schedule and within budget, the Engineering & Public Works Department seeks SOQs from licensed professionals from a broad range of disciplines as outlined in Section III "Scope of Services." In addition, the Department seeks professional support services to assist staff with day-to-day operations such as plan and map reviews, permit tracking, inspections, and community outreach.

The total number of on-call contracts awarded will depend on the quantity, quality and diversity of SOQs received. In general, the City intends to award a minimum of two on-call contracts per discipline and/or general services area. However, the number of on-call contracts may be less if the services provided cover multiple disciplines and/or general services areas.

On-call contracts will be two years in length, with the option to extend for one additional year, and will range in value from \$100,000 to \$2,000,000 depending on qualifications, scope of services offered, capital needs and available funding.

**Disadvantaged Business Enterprises (DBEs) are encouraged to participate in the RFQ process by submitting an SOQ as a Prime Consultant, or by serving as a Sub-consultant on one or more teams. The City desires to contract “directly” with a minimum of two DBEs, pending qualifications.**

### III. SCOPE OF SERVICES

The following is a summary of professional disciplines and general scope of services, which may be applied to each discipline. Consultants may elect to submit SOQs for other disciplines and/or general services areas based on their understanding of the City’s needs, including procedures and programs to ensure compliance with State and Federal regulations.

#### Disciplines

- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Traffic Engineering
- Traffic Signal Communications Infrastructure & Systems Integration
- Traffic Data Collection (includes ADT, speed and vehicle classification counts)
- Transportation Planning (includes Active Transportation and Safe Routes to School)
- Architecture
- Landscape Architecture (includes Urban Planning & Design)
- ADA Compliance and Universal Design
- Graphic Information Systems (GIS)
- Utility Design & Coordination (includes Rule 20A Undergrounding & Joint Trench)
- Land Surveying (includes field surveying and monumentation, map reviews, preparation of plat & legal descriptions)
- Geotechnical (includes Soils & Materials Testing)
- Environmental Planning, Design & Engineering (includes CEQA/NEPA, Storm Water Quality Management Plans, SWPPPs, Storm Water LID, hydrology, site assessments and remediation)
- Environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
- Construction Management & Inspections (includes Certified Payroll)

- Property Management & Real Estate Services (includes brokerage, appraisals, economic analysis and other real estate services for City-owned properties and historic buildings)

### General Services

- Planning & Design
- Community Outreach
- Engineering & Project Management (includes technical analyses, site evaluations, studies, reports and presentations; project tracking; PS&E; QA/QC; plan reviews; constructability reviews and value engineering; construction bidding, construction support and responses to RFIs; and preparation of record drawings)
- Grants Management (includes researching grant opportunities, preparing grant applications, quarterly progress reports and schedule of deliverables)
- Sewer System Management (includes Financial Administration for Annual Sewer User Billing and Tax Roll Preparation)
- Capital Needs Assessments & Asset Management (includes GIS-based mapping and inventories, cost estimates and financial analysis, reports and presentations for evaluation of City infrastructure, parks and facilities)
- Building Department Support Services (includes plan checks, permit tracking, inspections, and enforcement of the CA Building Code)

## IV. GENERAL INSTRUCTIONS

### A. Definitions

1. "City" refers to City of National City
2. "Department" refers to Engineering & Public Works Department
3. "Consultant" refers to respondent, firm, company, and/or team interested in participating in the RFQ process

### B. Consultants shall adhere to the requirements detailed in subsequent sections of this RFQ.

### C. Consultants may elect to participate in the RFQ process as follows:

1. Submit a single SOQ that focuses on one or more disciplines.
2. Submit multiple SOQs, one for each discipline or combination of disciplines.

3. Submit a single SOQ or multiple SOQs as the Prime Consultant.
  4. Submit a single SOQ or multiple SOQs as the Prime Consultant, and serve as a Sub-consultant on one or more teams.
  5. Serve as a Sub-consultant on one or more teams.
- D. Consultant SOQs must clearly identify the proposed discipline(s) and/or general services area(s) of interest.

V. STATEMENT REQUIREMENTS

A. General

1. The SOQ shall be concise, well organized and demonstrate a clear understanding of the City's needs. The statement shall be limited to 50 one-sided pages (8 1/2 inches x 11 inches, or folded to fit these dimensions), inclusive of resumes, graphics, forms, tables, exhibits, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.
2. Consultants will be evaluated based upon the information submitted in accordance with the requirements of this RFQ.

B. Contents

Elements of SOQs submitted in response to this RFQ shall be in the following order and shall include:

1. Cover Letter

Include a 1-2 page cover letter that includes a brief background on the firm, including any unique attributes and distinguishing characteristics which would be of value to the City. The cover letter should also express why the Consultant is interested in the RFQ.

2. Executive Summary

Include a 1-2 page overview of the entire SOQ describing its most important elements.

3. Contact Information
  - a. Legal name and address of company
  - b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
  - c. Address(es) of office(s) working on the project.
  - d. Name, title, address, telephone number and email address of the person to contact concerning the SOQ.
  
4. Team Organization and Key Personnel
  - a. The SOQ must include a discussion of the Consultant's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the licensed professional(s) who will be in charge of approving submittals and coordinating with the City, State and other affected agencies. Provide assurance that an adequate number of qualified professionals will be available to provide the services proposed.
  - b. **The SOQ must include an organizational chart illustrating key staff and their positions.** If submitting as a team, the organizational chart must also include all Sub-consultants, their key staff and positions.
  - c. Indicate the roles and responsibilities of the Prime Consultant and all Sub-consultants. **The City's evaluation will consider the Consultant's entire team. Therefore, no changes in the team composition will be allowed without prior written approval of the City.**
  
5. Experience and Technical Competence
  - a. Consultant SOQs must clearly identify the proposed discipline(s) and/or general services area(s) of interest. Consultants may elect to submit SOQs for other disciplines and/or general services areas not listed in Section III "Scope of Services" based on their understanding of the

City's needs, including procedures and programs to ensure compliance with State and Federal regulations.

- b. The Consultant shall discuss their experience working in the local and regional environment, and provide a clear understanding of the City's needs as it relates to the CIP and Department operations.
- c. The Consultant shall describe their experience in providing similar services by including a minimum of five successfully completed projects, on-call contracts and/or programs, highlighting the various disciplines covered and/or services provided. Include the name of the Consultant's Project Manager responsible for overseeing project / program delivery; name of the company / agency and contact information for the Project Manager for which services were provided; type of work performed; and value of contract. Projects, programs and/or services currently being performed may be submitted for consideration.
- d. The Consultant shall discuss their knowledge and understanding of Federal, State, regional and local regulations, design standards and best practices associated with each discipline.
- e. The Consultant shall highlight the experience and technical competence of the Project Manager who will serve as the direct point of contact with the Department. Emphasis should be placed on the Project Manager's ability to: 1) successfully manage project scope, schedule and budget; 2) address unforeseen conditions and/or change order requests; 3) ensure preparation and submittal of high quality deliverables; and 4) communicate effectively with the Department, elected officials, other public agencies, and members of the Community.
- f. Prime Consultants are encouraged to highlight the experience and technical competence of their Sub-consultants.

6. Methods Proposed to Accomplish the Work

- a. Discuss the Consultant's capabilities for developing innovative or advanced techniques for project delivery.

- b. Outline the Consultant’s managerial approach to ensuring a high quality of service and effective communication.
- c. Discuss methods proposed to ensure projects will be delivered on-schedule and within budget, including QA/QC processes, project tracking and progress reports.

7. Financial Management and Accounting Systems

SOQs must discuss the Consultant’s Financial Management and Accounting Systems. Discussion should include the Consultant’s ability to provide detailed invoices and progress reports on a monthly basis; process for tracking and certifying employee time, materials and eligible project expenses; and system for managing project files and documents.

Refer to Section V.C.5. for additional requirements for Architectural and Engineering (A&E) Consultants.

8. Schedule of Fees

A schedule of fees shall not be provided in the SOQ. If the Consultant is selected by the City based on qualifications, a schedule of fees for services shall be submitted as part of contract negotiations. **SOQs that include a schedule of fees will be considered non-responsive and will be rejected.**

Refer to Section IX.H. for additional discussion on Schedule of Fees.

C. Additional Information

1. Exceptions to this RFQ

Submission of an SOQ constitutes acceptance by the Consultant of the terms and conditions contained in this RFQ.

2. Amendments to this RFQ

Consultants are cautioned that any oral statements made that may materially change any portion of this RFQ are not valid unless subsequently ratified by a formal written amendment to this RFQ. Any amendments will be posted on the City’s website under Request for Qualifications at:



<http://www.nationalcityca.gov/businesses/contract-consulting-bid-opportunities>

The Consultant shall acknowledge receipt of each amendment to this RFQ by signing and returning the amendment with the completed SOQ. The acknowledgment must be received by the City at the time and place specified for receipt of SOQs. Attachment of amendments will not count towards the SOQ page limit requirements.

3. Requests for information (RFIs)

All RFIs regarding this RFQ shall be submitted via email to:

Tirza Gonzales, Executive Secretary  
[tgonzales@nationalcityca.gov](mailto:tgonzales@nationalcityca.gov)

The City will only respond to written RFIs from Consultants who have received this RFQ. The City cannot respond to verbal questions submitted by telephone or in person. RFIs that may materially change any portion of this RFQ will not be accepted during the seven calendar days prior to the date set for receipt of statements. A summary of RFIs and responses will be posted on the City's website under Request for Qualifications (listed below) a minimum of 72 hours prior to the time and date set for receipt of statements.

<http://www.nationalcityca.gov/businesses/contract-consulting-bid-opportunities>

4. Disadvantaged Business Enterprises (DBE)

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.

DBEs are encouraged to participate in the RFQ process by submitting an SOQ as a Prime Consultant, or by serving as a Sub-consultant on one or more teams. Proof of DBE certification is required. A copy of a printout from the California Unified Certification Program DBE Database is acceptable.

DBEs or firms interested in achieving DBE certification are strongly encouraged to visit the California Department of Transportation's Office of Business & Economic Opportunity (OBE) website for more information: <http://www.dot.ca.gov/obeo/index.html>.

**The City desires to contract "directly" with a minimum of two DBEs, pending qualifications.**

5. Architectural and Engineering (A&E) Consultants

Those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or construction project management services, with respect to a construction project, are termed A&E Consultants. A&E Consultants (both Prime and Sub-consultants) interested in providing services for the City on Federal-aid and State funded projects administered by the California Department of Transportation (Caltrans) are required to adhere to the latest provisions of the Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10 Consultant Selection, which includes A&E Consultant Audit and Review Process requirements.

Specifically, A&E Prime Consultants with a proposed contract exceeding \$150,000, and any Sub-consultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their Financial Management and Accounting Systems to ensure compliance with the following sections of the Code of Federal Regulations (CFR): 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Non-A&E Consultants, and A&E Consultants providing \$150,000 or less in Federal or State funded services for the City on projects administered by Caltrans, are exempt from these specific requirements. However, the City requires "ALL" Consultants interested in contracting with the City to provide evidence confirming the accuracy of their contract costs and adequacy of their Financial Management and Accounting Systems (see Section V.B.7 of this RFQ for details).

VI. SUBMITTAL PROCESS

- A. Three signed hardcopies of the SOQ and one electronic copy on cd shall be submitted in one sealed packaged to the Office of the City Engineer no later than **5:00 PM on Monday, March 6, 2017.**

Address to:

Stephen Manganiello  
Director of Public Works/City Engineer  
City of National City  
Engineering & Public Works Department  
1243 National City Boulevard  
National City, CA 91950

- B. SOQs are to be submitted in sealed packages with the following information clearly marked on the outside of each package:
  - 1. Name and address of Consultant
  - 2. SOQ Title
  - 3. Package Number (e.g., 1 of \_\_\_\_, 2 of \_\_\_\_, etc.). If only submitting one SOQ for a single discipline or combination of disciplines, package should be labeled as "1 of 1".
- C. SOQs shall be submitted according to the requirements set forth in this RFQ. Failure to adhere to these specifications may be cause for rejection.
- D. SOQs submitted by email or facsimile are not acceptable and will not be considered.
- E. SOQs and/or modifications received subsequent to the time and date specified above will not be considered.
- F. Late submittals, submittals to the wrong address, and/or submittals with inadequate copies will be considered non-responsive and will be rejected.
- G. Once an SOQ has been submitted, the composition of the Consultant staff / team shall not be changed without the prior written consent of the City.

## VII. CONSULTANT NOMINATION AND SELECTION PROCESS

The total number of on-call contracts awarded will depend on the quantity, quality and diversity of SOQs received. In general, the City intends to award a minimum of two on-call contracts per discipline and/or general services area. However, the number of on-call contracts may be less if the services provided cover multiple disciplines and/or

general services areas. The City also desires to contract “directly” with a minimum of two DBEs, pending qualifications.

On-call contracts will be two years in length, with the option to extend for one additional year, and will range in value from \$100,000 to \$2,000,000 depending on qualifications, scope of services offered, capital needs and available funding.

Consultants will compete by discipline and/or general services area. For example, a Consultant submitting under “Community Outreach” would not compete against a Consultant submitting under “Civil Engineering,” unless the Civil Engineering Consultant included “Community Outreach” services and/or a “Community Outreach” Sub-consultant on their team as part of their SOQ.

- A. A Consultant Selection Committee consisting of a minimum of three members, led by the City Engineer, will be established to evaluate SOQs.
- B. SOQs will be evaluated on an as-needed basis, over a two-year period commencing on the due date for receipt of SOQs.
- C. The Committee will evaluate firms independently using the evaluation criteria established in Section VIII “Evaluation Criteria” of this RFQ. Reference checks may be conducted at any time. Qualified Consultants may be “shortlisted” for interviews. Prior to interviews, firms will be provided a draft of the City’s Standard Professional Services Agreement and insurance requirements.
- D. The Committee will enter into contract negotiations with top-ranked Consultants based on the strength of their SOQs and interviews. Consultants will be required to provide a detailed scope of work and schedule of fees as part of the negotiations. Other topics of discussion will include contract terms and conditions, and insurance requirements.

The goal of contract negotiations is to agree on a final contract that delivers those services requested by the City at a fair and reasonable cost. **If the Consultant and the Committee are unable to come to mutual terms with the agreement, the Committee will dismiss said Consultant and enter into negotiations with the next highest ranked Consultant.**

- E. Upon acceptance of the terms and conditions of the agreement and satisfaction of all insurance requirements, the City Engineer will recommend to the City Council approval of the agreement with the selected Consultant. Final authority to approve the agreement rests with the City Council.

- F. Over the course of the two-year evaluation period, the Department will maintain an updated list of Consultants shortlisted for interviews, in addition to any Consultant contract awards resulting from the RFQ process. The list will be posted on the Department’s website at:

<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/capital-improvement-projects-cip>

VIII. EVALUATION CRITERIA

The following criteria will be used to evaluate Consultant qualifications:

A.	Interest in the RFQ	10%
B.	Team Organization and Key Personnel	20%
C.	Experience and Technical Competence	40%
D.	Methods Proposed to Accomplish the Work	20%
E.	Financial Management and Accounting System	10%
Total		100%

IX. DECLARATIONS AND SPECIAL CONDITIONS

- A. Reservation of Rights
  1. Issuance of this RFQ and subsequent receipt of statements does not obligate the City in any way to engage any Consultant, nor does it commit the City to award any contracts.
  2. The City retains sole discretion to evaluate statements and make awards to Consultants the City deems to be most responsive and qualified to provide the services requested.
  3. The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.
  4. The City reserves the right to reject any or all statements, wholly or in part, at any time and for any or no reason, without penalty.
  5. The City reserves the right to withdraw this RFQ and/or abandon the Consultant evaluation and selection process, for any or no

reason, at any time prior to the actual execution of a contract with a Consultant; furthermore, the City shall bear no financial or other responsibility in the event of such action.

6. The City reserves the right to waive any irregularities or informalities with this RFQ or the corresponding Consultant evaluation and selection process.
7. The City reserves the right to make changes to this RFQ, for any or no reason, including but not limited to: submittal requirements, submittal date, and Consultant evaluation and selection process.
8. The City reserves the right to negotiate any and all final terms and conditions, including length, scope of services, and compensation, of any agreements entered into with qualified Consultants.
9. The City does not accept any financial responsibility for costs incurred by the Consultant in the preparation of a response to this RFQ or participation in the evaluation and selection process.
10. The City is not responsible for statements which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

B. Nonconforming Terms and Conditions

Any statement that includes terms and conditions that do not conform to the terms and conditions of this RFQ or subsequent agreement(s) for professional services is subject to rejection as non-responsive. The City reserves the right to permit the Consultant to withdraw non-conforming terms and conditions from its statement prior to action taken by the City Council to award a contract.

C. Changes to Scope of Services

The City may materially change the scope of services through additions, deletions, or other revisions by way of written amendment to this RFQ, signed by the City Engineer. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

D. Conflict of Interest

All Consultants and their Sub-consultants shall adhere to the City's terms and conditions regarding potential conflicts of interest at all times during the RFQ process and in the event the Consultant enters into an agreement with the City. Submission of an SOQ constitutes acceptance by the Consultant of the terms and conditions of the Political Reform Act and the National City Conflict of Interest Code. The Consultant shall immediately disqualify itself from the RFQ process and shall not use its official position to influence in any way, any matter coming before the City in which the Consultant has a financial interest as defined in Government Code Section 87103. In responding to this RFQ, the Consultant represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

E. Public Information

Consultant SOQs and related correspondence, reports, schedules, exhibits and other documentation submitted in response to this RFQ will become property of the City and a matter of public record. All documents submitted in response to this RFQ will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Budgets and cost proposals submitted by Consultants shall not be considered confidential or proprietary and may be subject to disclosure.

F. Applicable Laws

Any contracts awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. Consultants awarded contracts with the City shall comply with all applicable Federal, State, and local laws and regulations.

G. Contract for Professional Services

Consultants selected for contract award will be required to sign a Standard Professional Services Agreement, and to provide all other required certifications and documentation within fifteen (15) calendar days of notification of selection. Failure to comply with this timeframe may be cause for rejection of contract award.

H. Schedule of Fees

Exhibit "A" to the Standard Professional Services Agreement shall include a detailed Scope of Work for services provided and a Schedule of Fees. The Schedule of Fees shall include a comprehensive list of positions and labor rates for all services provided by the prime consultant and each sub-consultant. All necessary resources including labor, equipment, materials, incidental reports and related calculations, and transportation required to provide project services shall be included.

**The Schedule of Fees shall remain fixed throughout the term of the contract, unless formally amended by City Council. "Mark-ups" by the prime consultant for sub-consultant services will not be accepted.**

I. Insurance Requirements

Consultants selected for contract award will be required to provide insurance certificates within fifteen (15) calendar days of notification of selection. Failure to comply with this timeframe may be cause for rejection of contract award.

The Consultant selected shall maintain insurance in full force and effect during the entire period of performance under the contract at the Consultant's sole expense. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is cancelled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending on the assessment of risk, the Consultant's past experience, and the availability and affordability of increased liability insurance coverage.

Any aggregate insurance limits must apply solely to the contract for professional services. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, then the entity/organization shall maintain such insurance coverage for three years after the expiration of the term (and any extensions) of the contract.

J. Task Order Procedures

If a contract for on-call professional support services is awarded, the Consultant will be expected to submit proposals for individual task orders



in a timely manner. Proposals shall include a detailed scope of work, schedule of deliverables and “not-to-exceed” cost estimate. Based on the desired scope of work for each task order, the City Engineer or Project Manager may solicit proposals from multiple on-call consultants to compare costs and qualifications in order to obtain the best value for the City. Upon approval of a consultant proposal, the City Engineer will issue a Notice to Proceed. Consultants will only receive compensation for actual work performed on a time and materials basis, within the limits of the “not-to-exceed” cost estimate. The cost to prepare project and/or task order proposals shall be borne by the Consultant at their sole expense.

K. Independent Contractor Status

The Consultant agrees, if selected, that the Consultant shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the Consultant’s employer. The Consultant understands, if selected, that the Consultant shall have the sole responsibility for determining the manner and means of providing services, except as outlined in the Standard Professional Services Agreement and its attachments or exhibits.

L. Indemnification

The Consultant agrees, if selected, to indemnify and hold harmless the City and all its respective officers and employees from any and all liability, claims, costs, including reasonable attorney’s fees, demands, damages, expenses, and causes of action as outlined in the contract.

M. Examination of Solicitation

The Consultant understands that the information provided herein is intended solely to assist the Consultant in submittal preparation. To the best of the City’s knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the Consultant represents that they have thoroughly examined and become familiar with the requirements of this solicitation and is capable of performing quality work to achieve the objectives of the Department and the City.