



CITY OF MIAMI

REQUEST FOR QUALIFICATIONS

MISCELLANEOUS MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING SERVICES

**RFQ NUMBER
16-17-005**

**ISSUE DATE
SEPTEMBER 5, 2017**

**VOLUNTARY PRE-PROPOSAL CONFERENCE
SEPTEMBER 12, 2017
1:00 p.m.**

**ADDITIONAL INFORMATION AND CLARIFICATION DEADLINE
SEPTEMBER 22, 2017
5:00 p.m.**

**PROPOSAL SUBMISSION DUE DATE
OCTOBER 5, 2017
2:00 p.m.**

CONTACT
Sade Chaney
Senior Procurement Contracting Officer
Department of Procurement
City of Miami
444 SW 2nd Avenue, 6th Floor
Miami, Florida 33130
Phone: 305-416-1903
Fax: 305-400-5054
Email: schaney@miamigov.com

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CITY OF MIAMI

PUBLIC NOTICE

RFQ NO: 16-17-005

MISCELLANEOUS MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICES

Completed Proposals must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 by 2:00 p.m., on October 5, 2017 ("Proposal Submission Due Date"). Any Proposals received after the above date and time or delivered to a different address, department, or location will not be considered.

Request for Qualifications (RFQ) documents may be obtained on or after **September 5, 2017**, from the City of Miami, Office of Capital Improvements (OCI) webpage at:

<http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>.

It is the sole responsibility of all firms to ensure the receipt of all addenda. Therefore, it is recommended that firms periodically check the OCI webpage for updates and the issuance of addenda.

The Department of Procurement has scheduled a **Voluntary Pre-Proposal Conference**, which will occur on **September 12, 2017 at 1:00 p.m. EST, at 444 SW 2nd Avenue, 6th Floor South Conference Room, Miami, FL 33130**. Any Proposers not attending the pre-proposal conference will not be precluded from submitting a proposal.

The City of Miami reserves the right to accept any Proposals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors omissions, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of Florida Statutes, the City Charter and Code, and this RFQ. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delay, late or misdelivered Proposals, no matter the cause.

THIS SOLICITATION IS SUBJECT TO THE "CONE OF SILENCE" IN ACCORDANCE WITH SECTION 18-74 OF THE CITY OF MIAMI CODE.

Daniel J. Alfonso, City Manager

DP No: 16860



SECTION 1

INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 INVITATION

Thank you for your interest in this RFQ. The City of Miami (City) Office of Capital Improvements (OCI), through the Department of Procurement (Procurement), seeks Proposals which offer to provide the services described in Section 2, Scope of Services. This RFQ is being issued pursuant to Section 287.055 of the Florida Statutes: the "Consultants Competitive Negotiation Act" (CCNA). All references to Florida Statutes, City of Miami and Miami-Dade County Codes, and other laws/regulations will be interpreted to include "as amended from time to time."

Copies of this solicitation are available on the OCI webpage by visiting <http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>.

For the purposes of this RFQ, the words:

- a) "Proposal" shall mean the completed written and properly signed submission in response to this RFQ by a Proposer.
- b) "Proposer" shall mean the entity submitting a Proposal in response to this RFQ.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

1.2 SUBMISSION OF PROPOSALS

Sealed written Proposals must be received by the City of Miami, City Clerk's Office, no later than the date, time and at the location indicated in Section 4.2, Proposal Submission, in order to be considered. Faxed documents are not acceptable. **One (1) original and seven (7) copies (total of 8), plus one (1) copy in digital format (on CD-ROM or USB in .pdf file format)** of the Proposer's Proposal must be timely received by the City, or the Proposal will be disqualified. Proposals can also be hand delivered to the City Clerk's Office, no later than the date, time, and at the location indicated in Section 4.2, Proposal Submission.

1.3 VOLUNTARY PRE-PROPOSAL CONFERENCE

A Voluntary pre-proposal conference ("Conference") will be held on **September 12, 2017 at 1:00 p.m.** The Conference will be held at the City of Miami, Miami Riverside Center (MRC) Building, 444 S.W. 2nd Avenue, 6th Floor, South Conference Room, Miami, Florida 33130. Prospective Proposers are strongly encouraged to attend this meeting to obtain information relative to the RFQ.

1.4 CONE OF SILENCE

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a "Cone of Silence" is imposed upon this RFQ. Oral communication is prohibited as long as the Cone of Silence remains in effect.

Written communications must be in the form of fax, mail, or e-mail to Sade Chaney, Senior Procurement Contracting Officer, City of Miami, Department of Procurement, at 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, fax 305-400-5054, e-mail schaney@miamigov.com with a copy to the Office of the City Clerk, Attn: Rosa Castillo, at clerks@miamigov.com.



Please review City of Miami City Code Section 18-74 for additional information pertaining to the Cone of Silence.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any City staff regarding this RFQ, except as provided in the RFQ, or until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFQ shall be cause for rejection of Proposer's Proposal, and may result in potential suspension or debarment, pursuant to the applicable provisions of the City Code and applicable regulations.

1.5 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Section 1.4, Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM, on September 22, 2017**. Late or misdelivered requests for additional information or clarification may not receive a response in the subsequent addendum.

Procurement will issue responses to inquiries received and any other corrections or amendments it deems necessary via written addenda, prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ and in any written addenda to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

Addenda will only be made available on the OCI webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda. Prior to submitting the Proposal, the Proposer should check the OCI webpage for all addenda:

<http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>.

1.6 AGREEMENT TERMS AND CONDITIONS

The Proposer selected to render the services requested herein (Successful Proposer) shall be required to execute a Professional Services Agreement (PSA or Agreement) with the City in substantially the same form as the Agreement included as Exhibit 1 of the RFQ.

Certain provisions of the Agreement are non-negotiable. These include without limitation: applicability and compliance with applicable laws (e.g., State Statutes, County and City Codes); hold harmless, duty to defend indemnity and insurance; Code of Ethics and conflicts clauses, and cancellation for convenience by the City Manager.

1.7 AWARD OF AGREEMENT(S)

An Agreement may be awarded to the Successful Proposer(s) for the Project by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. The draft Agreement is hereby incorporated into, and made a part of this RFQ. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s), when it is determined to be in the City's best interest. The City does not represent that any award will be made. The award and execution of an Agreement shall comply with CCNA, Florida Statute Section 287.055, as amended, and codified in the City of Miami Code as Section



18-87. The City anticipates awarding four (4) Agreements for the services described in Section 2.0, Scope of Services.

1.8 AGREEMENT EXECUTION

By submitting a Proposal, the Proposer agrees to be bound to and execute the Professional Services Agreement (PSA or Agreement), in substantially the form attached, furnished by the City for Miscellaneous Mechanical, Electrical, and Plumbing (MEP) Engineering Services (the "Services"). Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for the City's consideration. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

The City shall require the Successful Proposer to provide for itself and its Subconsultant(s) all of the following documentation to support the Price Proposal (if applicable), as a condition precedent to execution of an Agreement. Certain provisions of the Agreement including without limitation cancellation for convenience, indemnity, insurance, compliance with law, choice of law and venue, attorney's fees, ethics and conflicts are long standing City policies and will not be modified.

- Current financial statement(s), preferably an audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.
- Copy of current Notice of Qualification letter from the Florida Department of Transportation.

1.9 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed (NTP). Such NTP shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by the City. The Successful Proposer shall not have any recourse against the City for prematurely or otherwise performing unauthorized work.

1.10 SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Proposals in accordance with the requirements of Section 4, Instructions for Submitting a Proposal. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entries in all blanks on the forms provided for inclusion in the Proposer's Proposal.

Proposals shall be submitted in sealed envelopes or packages, with the RFQ number, title, and opening date clearly noted on the outside of the envelopes or packages.



1.11 CHANGES/MODIFICATIONS/ALTERATIONS

Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal, or withdraw a Proposal at any time prior to Proposal Submission Due Date (referenced in the Public Notice). All modifications or withdrawals shall be made in writing, to the point of contact specified in Section 1.4, Cone of Silence. Oral/Verbal modifications are not allowed and will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. The City will only consider the latest version of the Proposal.

1.12 SUBCONSULTANT(S)/SUBCONTRACTOR(S)

For the purpose of this RFQ, “Subconsultant” and “Subcontractor” are used interchangeably. A Subconsultant or Subcontractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of Services required under this RFQ. A Subconsultant shall be paid directly by the Proposer, and shall not be paid directly by the City. The Proposer must clearly identify in its Proposal the Subconsultants to be utilized in the performance of required Services. The City retains the right to accept or reject any Subconsultant proposed in accordance with Section 4.1.A, Section A(6), Qualifications of the Proposer’s Team of the Proposer’s Proposal, or proposed prior to execution of the Agreement. Any and all liabilities regarding the use of a Subconsultant shall be borne solely by the Successful Proposer, and insurance for each Subconsultant must be approved by the City and maintained in good standing throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Subconsultants are considered employees, partners, affiliates, or agents of the City. Failure to list all Subconsultants and provide the required information may disqualify any unidentified Subconsultants from performing work under this RFQ.

Proposers shall include in their Proposal the requested Subconsultant information and all relevant information required of the Proposer. Proposer must identify each of its Community Business Enterprise (CBE) Subconsultants via Letter of Agreement (LOA) at the time of Proposal submittal. Additional information concerning the CBE requirements can be found in Section 3.6, Community Business Enterprise (CBE) Participation Requirements - Mandatory.

After Proposal submittal, Proposers are expressly prohibited from substituting any Subconsultants contained in their Proposal. **Just cause and prior written approval by the City Manager or the Manager’s designee are required for substitution of any Subconsultants.** If approved, the City reserves the right to request additional required documentation as specified in the RFQ. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

1.13 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing, in the manner prescribed in Section 1.4, Cone of Silence. If applicable, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors or omissions will not be construed against the City.



1.14 DISQUALIFICATION

This RFQ requires the use and submission of specific City forms. In addition, the RFQ requires the submission of additional documents and information. Failure to use the City forms will result in the Proposal being deemed non-responsive, and the Proposal will not be further considered for award. Modification of, retyping, or any alterations to, the City forms may also result in the Proposal being deemed non-responsive.

The City reserves the right to disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. The City also reserves the right to waive any immaterial defect or informality in any Proposal; to reject any or all Proposals in whole or in part, or to reissue this RFQ.

Any Proposer who submits in its Proposal any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Proposal submitted by a Proposer who is in arrears, (e.g., money owed or otherwise in debt by failing to deliver goods or services to the City, including any agency or department of the City), or where the City has an open or liquidated damages claim against a Proposer for monies owed the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City Contract or Agreement, or has been debarred by a federal, State of Florida, or local public entity within the past five (5) years, or is on the convicted vendor list per Florida Statute 287.133, will be rejected as non-responsive and shall not be considered for award. Prior to award of the Agreement, the above requirements must be met, and is a condition that must be maintained during the term of the Agreement.

1.15 PROPOSER'S EXPENDITURES

Proposers understand and agree that any expenditure incurred in preparation and submittal of Proposals, or in the performance of any services requested by the City in connection with the Proposals for this RFQ, are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Proposal, and/or anticipation of Agreement award, and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process. By submission of a Proposal the Proposer agrees to these terms.

1.16 EXECUTION OF PROPOSAL

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with an original signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as an agent, must file with it legal evidence of signature authority. Proposers who are corporations shall furnish to the City with the Proposal a copy of their authorization to transact business in the State of Florida.



Failure to promptly submit this evidence of qualification to do business in the State of Florida, may be a basis for rejection of the Proposal.

Proposer understands that submitting a Proposal to this RFQ does not constitute an Agreement or Contract with the City.



SECTION 2

RFQ SCOPE OF SERVICES

2.1 PURPOSE

This RFQ is being issued to obtain Proposals of qualified and experienced teams to provide MEP Engineering Services for miscellaneous projects, for the City under the direction of OCI, in accordance with all applicable laws, building and environmental regulations, including code requirements for the State of Florida, Miami-Dade County, and the City, and the Scope of Services identified in Attachment "A" of the draft Agreement. The Successful Proposer shall be selected in accordance with Florida Statute Section 287.055, CCNA, as amended.

2.2 SCOPE OF SERVICES

The Successful Proposer shall provide design services, construction documents, scheduling, estimating, construction administration, and various reports for the successful, timely, and economical completion of MEP engineering related projects.

The Services shall support new construction, remodeling/renovation, and building assessment of community centers, fire stations, marinas, aquatic facilities, parks facilities, and public safety facilities for governmental, institutional or recreational projects. Projects will include, but are not limited to, the Services outlined below:

- Surveying existing sites, when as-built drawings are not available;
- Designing service requirements for premises;
- Producing construction drawings and documents, including specifications and supplementary documents necessary for the execution and completion of projects;
- Developing plans for mechanical, electrical, lighting, Heating, Ventilation and Air Conditioning (HVAC), generators, fire detection/fighting and plumbing and pipe systems;
- Selecting and specifying equipment, materials, finishes, fixtures, fittings and accessories;
- Supplying information, drawings and documents, pertaining to the project to other Consultants/Lead Consultant and Contractors for the execution of projects;
- 40-year Certification Reports for existing facilities;
- Permitting process support;
- Checking and verifying Contractors' and Suppliers' billing in accordance with the quantities installed and/or material delivered; and,
- Conducting Top Supervision, or Continuous Supervision if required as additional Scope of Work, including issuing instructions to Contractors to insure that projects are completed in accordance with the specifications.

A. Proposed Team

The Successful Proposer's team shall consist of the following disciplines:

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Engineering Inspections
- Estimating



- Computer-Aided Design and Drafting (CADD) Technicians
- Miscellaneous Consulting, as needed

B. Project Manager

The Successful Proposer shall designate a lead individual, referred to as the "Project Manager" to manage the projects assigned pursuant to the Agreement. The Project Manager shall be responsible for oversight of projects in all three (3) MEP engineering disciplines.

The Successful Proposer shall provide the services on an as-needed basis in accordance with projects to be identified by the City. A more detailed Scope of Services is contained in Attachment "A" of the proposed Agreement. The City, at its option, may elect to expand, reduce or delete the Scope of Services to be provided by the Successful Proposer, where such action does not alter the intent of the Agreement. .

A detailed scope of work will be developed for each Work Order issued.



SECTION 3

RFQ GENERAL CONDITIONS

3.1 ACCEPTANCE/REJECTION

The City reserves the right to accept any or all Proposals that best meet the criteria in this Solicitation, or reject any or all Proposals that fail to meet the criteria in this Solicitation. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a City contract, to deliver on time any contracts with the City, and who does not have the capacity to perform the requirements defined in this RFQ. Further, the City may waive informalities, technicalities, minor irregularities, and/or request additional information/clarification for the services specified in this RFQ, and may, at its discretion, withdraw and/or re-advertise the RFQ.

3.2 LEGAL REQUIREMENTS

This RFQ is subject to all applicable Federal, State, County, City and local laws, codes, ordinances, rules and regulations, the loan documents and the grant agreements, that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer, shall in no way be cause for relief from responsibility for compliance with these requirements. Proposer shall fully comply with all applicable Federal, State and local laws, rules and regulations, loan and grant requirements. The foregoing will be considered as part of the duties of performance of the Proposer under the Agreement.

3.3 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for this Agreement, the City shall have the unqualified right to terminate the Work Order(s), and/or the Agreement upon written notice to the Successful Proposer(s), without any penalty or expense to the City. No guarantee, promise, warranty or representation is made that any particular work or project(s) will be assigned to the Successful Proposer(s).

3.4 BUSINESS TAX RECEIPT REQUIREMENT

Proposers shall meet the City's Business Tax Receipt (BTR) requirements in accordance with Chapter 31, Article II of the City Code, as amended, and any required County Business Tax Receipt (County BTR) requirements. Proposers with a business location outside the City's municipal boundaries shall meet all applicable local BTR requirements. A copy of the Proposer's BTR shall be submitted with the Proposal. The City may, at its sole option, allow the Proposer to submit a copy of their BTR after the Proposal Submission Due Date.

3.5 MINIMUM QUALIFICATION REQUIREMENTS

The City is seeking qualified MEP engineering firms, as stipulated in Florida Statutes Section 287.055, CCNA. Proposers shall, as minimum qualifications, by the Proposal Submission Due Date:

- 1) be licensed, registered, and practicing in the State of Florida for the last five (5) years under its current business name;



- 2) have a minimum of ten (10) years' of experience providing MEP engineering services, as outlined in Section 2.0, Scope of Services. The Proposer shall meet the foregoing experience requirement.

Proposers must have a proven track record of successfully completing MEP engineering projects for governmental, institutional and/or recreational facilities, including but not limited to the following: design phase, permitting phase, assessments, bidding and negotiations phase, construction administration and construction inspections, which shall be submitted as referenced projects; and,

- 3) have a licensed engineer, who shall serve as Project Manager, with a minimum of ten (10) years' of experience managing MEP engineering projects as identified in this RFQ.

Failure to meet the above-stated mandatory minimum requirements will result in the Proposer's Proposal being rejected as non-responsive. Please see Section 4 Instructions for Submitting a Proposal, for further direction.

Proposers shall provide information on the Proposer's qualifications and experience, including five (5) previously completed MEP engineering projects with a minimum construction budget of \$100,000; qualifications of the Proposer's team, members and staff; and the Project Manager's qualifications and experience, including five (5) previously completed MEP engineering projects. See Section 4 for further direction. Proposals that do not completely adhere to all requirements may be considered non-responsive and disqualified (additional qualifications may be stated in Section 4).

The City may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable. **Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.**

3.6 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION REQUIREMENTS - MANDATORY

Unless precluded by Florida Statutes, Federal laws or regulations or grant requirements, in accordance with Section 18-87, the City has established mandatory CBE Participation requirements under the City's Procurement Code. Proposers may review the CBE listing, managed by Miami-Dade County's Small Business Enterprise (SBE) Program (formally known as the CBE Program) at the following link: <http://www.miamidade.gov/smallbusiness/library/reports/certify-cbe-by-firms.pdf>

OCI has established procedures to assist Proposers in complying with these CBE participation requirements. Proposers shall adhere to the CBE Participation requirement as indicated below:

- Assign a minimum of fifteen percent (15%) of the comprehensive award value to firms currently certified by Miami-Dade County as a CBE firm.
- Submit the following CBE Forms with their Proposal:



- 1) Sign and attach Form 6.4 - Certificate of Compliance.
- 2) Sign and attach Form C-1 - List of Subconsultants.
- 3) Sign and attach the Letter of Agreement(s) (LOA)

The "CITP Forms" webpage includes a link to the CBE Forms and Reports, as well as a forms checklist and a "Frequently Asked Questions" (FAQ) page containing important information. **For detailed instructions and access to required CBE Forms, click on the following link:** <http://www.miamigov.com/MiamiCapital/forms.html>.

Unless precluded by Florida Statutes, Federal laws and regulations, or grant requirements, Proposers who meet the mandatory CBE participation requirement by agreeing to use firms located within the City's municipal boundaries will be awarded five (5) bonus points during the evaluation process.

In addition to submitting the required CBE forms, refer to Section 5.0.C, Five Bonus Points and CBE Participation, to qualify to receive the five (5) bonus points. Proposers must include the following documentation with their Proposal to be considered for the five (5) bonus points:

- Attach copies of both a current **City of Miami** Business Tax Receipt **AND** a current **Miami-Dade County** Business Tax Receipt for the CBE Subconsultant(s).

To verify the above requirements, the City has provided Form "C-1 List of Subconsultants" to identify all subconsulting firms (including CBE certified firms) that are part of the Proposer's team. Failure to include the completed form(s) with Proposer's Proposal may cause the Proposal to be deemed non-responsive.

SECTION 18-73 CITY OF MIAMI CODE

Local office means a business within the City which meets all of the following criteria:

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the City, for a minimum of twelve (12) months immediately preceding the date bids or Proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or Proposals were received, and be available for review and approval by the Chief Procurement Officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or Proposals were received, a prior fully-executed lease within the corporate limits of the City that documents, in writing, continuous



business residence within the corporate limits of the City for a term of no less than the twelve (12) months immediately preceding the date bids or Proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the Chief Procurement Officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the Chief Procurement Officer or its designee;

- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or Proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the City and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or Proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the City or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or Proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or Proposal.

3.7 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not: a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity; and e) transact business with any public entity in excess of the threshold amount of \$35,000.00 provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Proposal, cancellation of the Agreement (if awarded), and may result in Proposer's debarment.

3.8 RESOLUTION OF PROTESTS

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer, in accordance with the procedures contained in Section 18-104, Resolution of Protested Solicitations and Awards, as amended, of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code), as amended, describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file a Notice of Intent to Protest and the Protest, shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**



3.9 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Proposal meets the requirements of the RFQ, is submitted in the format outlined in Section 4.1.B, Proposal Submission Format, is of timely submission, and has appropriate signatures/attachments, as required on each document.

3.10 COLLUSION

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same Services, or with any City department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws as defined in Section 2-611 of the City Code. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Proposals where collusion may have occurred.

3.11 CLARIFICATIONS

The City reserves the right to request clarifications of information submitted, and to request any necessary supporting documentation or information from any Proposer after the Proposal Submission Due Date.

3.12 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause **and** prior written approval by the City. The City reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

3.13 AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer agrees to provide access, at all reasonable times, to the City, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ, the Agreement, the loan reimbursement and grant reimbursement (if applicable), for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for five (5) years after the City makes final payment and all other pending matters are closed. Proposer’s failure or refusal to comply with this condition shall result in the immediate termination of the Contract (if awarded) by the City.

3.14 PUBLIC RECORDS

The Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled “Contracts; public records; request for contractor records; civil action.”

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER’S DUTY TO PROVIDE PUBLIC RECORDS



RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 416 – 1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130.

3.15 E-VERIFY

Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any Sub consultant performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

3.16 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFQ. Any such interests on the part of the Proposer or its employees, shall be disclosed in writing to the City.

Further, Proposers shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

3.17 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: a) submit a response on a contract to provide goods or services to a public entity; b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a response on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

3.18 NONDISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

3.19 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.



3.20 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this.



SECTION 4

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Submit the following information and documents with Proposer's Proposal. Failure to do so may cause the Proposal to be deemed non-responsive. Proposals deemed non-responsive will receive no further consideration.

4.1 SUBMISSION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections 4.1.A, Sections A – E, fully completed and signed as required. Proposers shall prepare their Proposal utilizing the same format outlined below in Section 4.1.B, Proposal Submission Format. Each section of the Proposal, as stipulated in Section 4.1.B, shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers shall not include any documents not specifically required or requested. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee.

Hard cover binders shall not be used in the submission of the Proposal. Proposers should also make every effort to utilize recycled paper in preparing its Proposal. Double sided printing is permitted, provided that the Proposal complies with the format set forth in Section 4.1.B.

Do not include additional information not requested in this RFQ, unless specified in an Addendum. This RFQ requires the use and submission of specific City Forms. The City forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize the City's Forms will result in the rejection of the Proposal as non-responsive.

A. Content of Qualifications Statement:

All Forms referenced in Sections 4.1.A, Sections A – E are required (as applicable).

Section A

1. Table of Contents

The Table of Contents should follow in sequential order the sections and documents specified in Sections 4.1.A and Section 4.1.B, including enclosures. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

2. Proposal Letter

Proposer shall complete and submit Form RFQ-PL for this section of the Proposal. (1 page maximum).



3. Narrative

Proposer shall complete and submit Form RFQ-N for this section of its Proposal. Provide a brief overview of the Proposer's firm and why the Proposer is the most qualified for this Project.

4. Qualifications of the Proposer

Proposer shall complete and submit Form RFQ-QP for this section of its Proposal. Identify the Proposer's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrates the Proposer's ability to satisfy all of the minimum qualification requirements identified in Section 3.5, Minimum Qualification Requirements. Proposer must disclose, in detail, any and all judgments, suits, claims, arbitrations and back charges asserted or awarded against the Proposer or any proposed Subconsultant in the past seven (7) years where the threshold exceeded \$100,000. Proposers which do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Proposal. (1 form, 3 pages total).

7. Proposer's Project Experience

Proposer shall complete and submit Form RFQ-PP for this section of its Proposal to provide a comprehensive summary of the Proposer's experience in MEP engineering services. The firm **MUST** have a minimum of ten (10) years of experience and have served as lead on MEP engineering projects on a minimum of five (5) previous occasions. Proposer shall submit referenced projects, including; client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, the number of full time personnel assigned to the project, and the total value of the project. **Failure to meet the ten (10) year minimum experience requirement and submit proof of five (5) MEP engineering projects shall result in a non-responsive determination for the Proposal.**

For each Form RFQ-PP, the Proposer must submit Form RFQ-PP-R for the Proposer's Project Experience. Form RFQ-PP-R must be completed and signed by the Program/Project Owner's representative.

5. Qualifications of the Proposer's Team

Proposer shall complete and submit Form RFQ-QT for this section of its Proposal. Form RFQ-WC shall be completed for each of the Key Personnel identified in Form RFQ-QT. Proposer shall base the Proposal on the anticipated levels of staffing required to deliver the services identified in Section 2.0, RFQ Scope of Services, and contained in Attachment "A" of the proposed Agreement. Proposer shall list all Subconsultants and Key Personnel, including a one page resume describing education, experience, licenses and any other pertinent information to this RFQ, for each Subconsultant and Key Personnel listed.

6. Team Organizational Chart

An organizational chart of the Proposer's team shall be provided for Key Personnel.



Section B

8. Design Philosophy and Process

Proposer shall complete and submit Form RFQ-DPP for this section of its Proposal. Proposer shall include a brief explanation of its engineering design philosophy and process as it relates to this solicitation. This should include an understanding of the Scope of Services; clearly defined issues commonly encountered and methodology for resolution of these project issues; value engineering; and the process and approach to meeting the requirements of the Scope of Services.

9. Technical Approach

Proposer shall complete and submit Form RFQ-T for this section of its Proposal to provide a brief comprehensive explanation of the firm's approach to the following:

- Systems analysis;
- Design review;
- Budget estimating;
- Life cycle cost analysis;
- Construction scheduling;
- Constructability analysis;
- Cost control;
- Change Order negotiation;
- Claims management;
- Project closeout;
- Transition planning;
- Security systems planning for construction;
- CADD capabilities;
- Value Engineering approach used in determining material and equipment quality and maximizing efficiency within the design; and
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements, professional/industry standards, and conformance with all applicable code requirements.

Section C

10. Qualifications of Project Manager

Proposer shall complete and submit Form RFQ-PM for this section of its Proposal to provide a comprehensive summary of the Project Manager's experience within the past ten (10) years, including the completion of five (5) previously completed MEP engineering projects. **Failure to meet the stipulated ten (10) year minimum requirement and submit proof of five (5) MEP engineering projects will result in the Proposal being deemed non-responsive.**



Form RFQ-PM-R shall be submitted for each Form RFQ-PM submitted. Proposer shall also provide a one page resume reflecting the Project Manager's education, experience and qualifications as they relate to this Project.

11. Qualifications MEP Engineers

Proposer shall complete and submit Form(s) RFQ-EE for all Engineers listed for this section of its Proposal.

For each RFQ-EE Form, the Proposer must submit a RFQ-EE-R Form for all Engineers for this section of its Proposal, including the Engineer's resume.

Section D

12. PSA or Agreement Provisions (Exhibit 1)

Provide comments on, and exceptions to the attached Agreement terms and conditions, if any. Proposed changes to the Agreement must be returned to the City in Microsoft Word format with comments reflected by "red-lining" the original document utilizing the tracking feature. The Microsoft Word document must be included in the Proposal in both printed format and electronically on a CD-ROM or USB Drive. The City will only consider the identified comments and exceptions during negotiations. Where a Proposal is returned without comments, it shall be assumed that the Proposer has no comments or exceptions to the draft Agreement. If the Proposer has no comments, a statement to that effect shall be included in the Proposal in this section. As noted certain sections of the Agreement, including, without limitation, Hold Harmless/Indemnity, Insurance, Cancellation for Convenience, Funding Out, Ethics, Public Records, Sunshine, Lobbying and Compliance with Laws Sections specify long standing City practices which shall not be modified.

13. RFQ Proposal Forms (Section 6.0)

Proposer shall sign and submit each RFQ Proposal Form.

14. Information for Determining Joint Venture Eligibility - Form A (if applicable)

Section E

15. Letter of Agreement(s) (LOA)
16. Form C-1 List of Subconsultants*
17. Certificate of Compliance with Section 18-87 of the City Code
18. Business Tax Receipt/Occupational License
19. Copies of Miami-Dade County CBE certification for Proposer or Proposer's Subconsultant(s) (if applicable)
20. Notice of Qualifications (FDOT) (if applicable)

NOTE: Form C-1 Subconsultant Information

Proposer shall list all proposed Subconsultants to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work (service or commodity) and CBE certification by Miami-Dade County (if applicable).



B. Proposal Submission Format:

Proposers shall prepare and submit the Proposal in the format below. Failure to comply with this format may result in the Proposal being deemed non-responsive.

Section A

1. Table of Contents
2. RFQ-PL – Proposal Letter
3. RFQ-N – Proposal Narrative
4. RFQ-QP – Qualifications of Proposer
5. RFQ-PP- Proposer's Project Experience
6. RFQ-PP-R – Proposer's Reference Forms
7. RFQ-QT – Qualifications of Proposer's Team
8. Resumes of Key Personnel
9. Team Organizational Chart

Section B

1. RFQ-DPP – Design Philosophy and Process
2. RFQ-T – Technical Approach

Section C

1. RFQ-PM – Qualifications of Project Manager
2. RFQ-PM-R – Project Manager Reference
3. Resume of Project Manager
4. RFQ-EE – Qualifications of all listed Engineers*
5. RFQ-EE-R – Engineer Reference Form(s)*
6. Resume of Engineers
7. Form RFQ-WC – Workload Capacity for Proposed Personnel Current Workload.

***Note – Forms RFQ-EE and RFQ-EE-R should be utilized for each engineer identified on the Proposed Team (mechanical, plumbing, and electrical personnel).**

Section D

1. PSA or Agreement Provisions (Exhibit 1)
2. RFQ Proposal Forms (Section 6.0)
3. Information for Determining Joint Venture Eligibility - Form A (if applicable)

Section E

1. Letter of Agreement(s) (LOA)
2. Form C-1 List of Subconsultants
3. Certificate of Compliance with Section 18-87 of the City Code
4. Business Tax Receipt/Occupational License
5. Copies of Miami-Dade County CBE certification for Proposer or Proposer's Subconsultant(s) (if applicable)
6. Notice of Qualifications (FDOT) (if applicable)



4.2. PROPOSAL SUBMISSION

One (1) unbound original and seven (7) bound copies, plus one (1) digital copy (in .pdf file format), of your complete Proposal for this RFQ shall be delivered in accordance with the following:

Proposal Submission Due Date: October 5, 2017 by 2:00 p.m.

Proposal Delivery Location: Mr. Todd Hannon, City Clerk
City of Miami, Office of the City Clerk
3500 Pan American Drive, First Floor
Miami, Florida 33133

Proposals must be clearly marked on the outside of the package referencing the following documentation:

**RFQ No. 16-17-005
MISCELLANEOUS MECHANICAL, ELECTRICAL, AND PLUMBING (MEP)
ENGINEERING SERVICES**

Proposals received at any other location than the aforementioned, or after the Proposal Submission Due Date and time shall be deemed non-responsive and shall not be considered.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposals. Proposals are to remain valid **for at least 180 days**. Upon award of an Agreement, the contents of the Successful Proposer's Proposal shall be incorporated within and included as part of the Agreement. Additional information on submission requirements can be found in Section 4.1, Submission Requirements.

SUBMITTAL GUIDELINES

General

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ. Subconsultants and Subcontractors may be included in more than one Proposal submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Proposal shall not be a Subconsultant on another Proposal submitted under this RFQ.

Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form A, located on the last two pages of this RFQ document) and submit a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate their respective roles, responsibilities and levels of participation for this RFQ. Failure to timely submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of the Proposer's Proposal.

Joint venture Proposals will be evaluated based on the combined team. Each member of a joint venture shall provide the information identified above.



Proposer must clearly identify any Subconsultants proposed to be used, and provide for the Subconsultant the same information required of the Proposer. The City retains the right to accept or reject any proposed Subconsultants.

It is the policy of the City that, prior to award of an Agreement, the Successful Proposer register as a vendor indicating the commodities/services which the Proposer can regularly supply to the City. The Proposer can register as a City vendor, via the internet at:

<http://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp>.

For any questions regarding vendor registration, contact the Department of Procurement at (305) 416-1922. Proposers must be registered as a condition of award. It is the sole responsibility of the Proposer to insure that the registration is completed.



SECTION 5

EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for Proposal evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Proposals.
3. Opening and listing of all Proposals received.
4. Preliminary review by City's Procurement staff for compliance with the submission requirements of the RFQ, including verification that each Proposal includes all documents required.
5. Review by professional staff and/or an Evaluation Committee (Committee) certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Committee, appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFQ. The Committee will select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three (3) Proposals are received. At the Committee's option, they may decide to hold brief presentations and interview sessions with all Proposers or shortlisted firms.
7. The Committee forwards its recommendation to the City Manager, listing the Proposers in rank order.
8. After reviewing the Committee's recommendation, the City Manager may:
 - a) approve the recommendation of the Committee and authorize Procurement to enter into negotiations with the top ranked Proposer or request that the Committee provide additional information as to the ranking of the Proposals. Upon approval of the Committee's recommendation, the Proposers will be listed in rank order on the OCI webpage, <http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>;
 - b) reject the Committee's recommendation and instruct the Committee to re-evaluate and make further recommendations;
 - c) reject all Proposals; or
 - d) recommend that the City Commission reject all Proposals.
9. Upon successful negotiation of the Agreement(s), Procurement will forward the recommended Agreement(s) to the City Manager for approval, and the City Manager upon acceptance of the negotiated Agreement(s) will approve the award for Agreements not exceeding \$500,000.00 or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Committee and the award of the Agreement(s). Where Procurement is not able to



successfully negotiate an Agreement with the top ranked Proposer(s), Procurement will recommend to the City Manager that such negotiations be terminated and that Procurement enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Proposals are rejected.

10. After reviewing the City Manager's recommendation, the City Commission may:
 - a) approve the City Manager's recommendation and authorize award of the Agreement(s). Upon approval of the City Manager's recommendation, an award memorandum will be included on the OCI webpage, <http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>, of which written notice shall be provided to all Proposers;
 - b) reject the City Manager's recommendation to award the Agreement(s); or
 - c) reject all Proposals and direct the City Manager to re-open negotiations or to solicit new Proposals.

B. Evaluation Criteria

Proposals shall be evaluated according to the following criteria and respective weight:

- | | |
|--|-------------------|
| ➤ Proposer's Experience and Qualifications | Maximum 30 points |
| ➤ Proposer's Team Experience | Maximum 30 points |
| ➤ Experience of Project Manager | Maximum 15 points |
| ➤ Design Philosophy and Process | Maximum 10 points |
| ➤ Technical Approach | Maximum 15 points |

C. Five Bonus Points and CBE Participation

Unless precluded by Florida Statutes, Federal laws or regulations, or grant requirements, bonus points will be granted to Proposers who agree to use Miami-Dade County CBE Firms from within the City of Miami municipal boundaries. The awarded firm must agree to assign a minimum of fifteen percent (15%) of the contract value to Miami-Dade County certified CBE firm(s) that maintain a "Local Office", as defined in City Code Section 18-73.



SECTION 6

RFQ PROPOSAL FORMS

6.1 RFQ INFORMATION AND ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFQ; its response thereto, including without limitation, all Addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

6.1.1 RFQ No. : 16-17-005

I certify that any and all information contained in response to this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



6.2.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to the City of Miami and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY PROPOSER'S PROPOSAL



6.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20_____, to the City of Miami and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY PROPOSER'S PROPOSAL



6.2.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____
_____ organized and existing under the laws of the State of _____,
held on _____, 20_____, the following resolution was duly passed and
adopted:

"RESOLVED, that, _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to
the City of Miami and that their execution thereof shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY PROPOSER'S PROPOSAL



6.2.4

**CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Miami and that their execution thereof shall be the official act and deed of this Limited Liability Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY PROPOSER'S PROPOSAL



6.2.5

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as) _____
(if applicable)
_____ exist under the laws of the State of Florida.

“RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20____, to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of me as an individual d/b/a (doing business as) _____.”
(if applicable)

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20_____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver’s License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY PROPOSER'S PROPOSAL



6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of City contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a contractor from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Proposals.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.



(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____



6.4 CERTIFICATE OF COMPLIANCE WITH SECTION 18-87 OF THE CITY CODE

I, _____ hereby certify that:

- i) I _____ am the (President/Secretary or Principal) of _____ **(Proposer)**;
- ii) I have read Sections 18-87 of the City of Miami Procurement Code;
- iii) **(Proposer)** _____ hereby agrees to assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Business Enterprise (“CBE”);

OR

- iv) **(Proposer)** _____ hereby is certified by Miami-Dade County as a CBE firm and will self-perform to meet the minimum fifteen percent (15%) CBE requirement. An active copy of the Proposer’s CBE certification must be included in the proposal document.

OPTIONAL:

- v) **(Proposer)** _____ hereby agrees to make assignments **pursuant to item (iii), above**, to certified CBE firms who maintain a “Local Office,” as defined in Section 18-73 of the City of Miami Code;

STATE OF FLORIDA)
) SS
 COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Certificate of Compliance with Section 18-87 of the City of Miami Procurement Code on behalf of Proposing Firm named therein in favor of the City.

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Notary Public, State of Florida at Large

Bonded by: _____



6.5 INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – FORM A

If the Proposer is submitting as a joint venture, please be advised that this form (2 pages) **MUST** be completed and the REQUESTED written joint-venture agreement **MUST** be attached and submitted with this form.

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms that comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture:

6. Provide a copy of the joint venture's written contractual agreement.

7. Control of and participation in this Agreement. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____



(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

NOTE: If, after filing this form and before the completion of the Joint Venture's work on the Agreement, and if there is any significant change in the information submitted, the Joint Venture must inform the City in writing.

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venturer relevant to the joint venture, by authorized representatives of the City. Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____