



*City of Miami*

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**REQUEST FOR QUALIFICATIONS**

**MISCELLANEOUS MARINE AND COASTAL ENGINEERING  
SERVICES**

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**RFQ NUMBER  
15-16-011**

**ISSUE DATE  
WEDNESDAY, DECEMBER 30, 2015**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE  
WEDNESDAY, JANUARY 20, 2016  
@ 5:00 P.M.**

**RESPONSE SUBMISSION DUE DATE  
TUESDAY, FEBRUARY 2, 2016  
@ 2:00 P.M.**

**CONTACT**  
Sade Chaney  
Procurement Department  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor  
Miami, Florida 33130  
Fax: 305-400-5054  
Email: [schaney@miamigov.com](mailto:schaney@miamigov.com)



## TABLE OF CONTENTS

Public Notice.....	Pg. 2
<b>SECTION 1</b>	
Introduction to Request for Qualifications (RFQ) .....	Pg. 3
<b>SECTION 2</b>	
RFQ Scope of Services .....	Pg. 7
<b>SECTION 3</b>	
RFQ General Conditions .....	Pg. 8
<b>SECTION 4</b>	
Instructions for Submitting a Response.....	Pg. 13
<b>SECTION 5</b>	
Evaluation and Selection Process.....	Pg. 20
<b>SECTION 6</b>	
RFQ Response Forms.....	Pg. 22



*City of Miami*

## **PUBLIC NOTICE**

CITY OF MIAMI  
REQUEST FOR QUALIFICATIONS

**Miscellaneous Marine and Coastal Engineering Services**

**RFQ NO: 15-16-011**

**Completed Responses must be delivered** to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 2:00 PM, on Tuesday, February 2, 2016** ("Response Submission Due Date"). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after **December 30, 2015**, from the City of Miami, Capital Improvements and Transportation Program (CITP) webpage at:

[www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp](http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp).

It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the CITP webpage for updates and the issuance of addenda.

The City of Miami reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, omissions, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code.

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

Daniel J. Alfonso, City Manager

DP No: 11566



## SECTION 1

### 1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

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#### 1.1. Invitation

Thank you for your interest in this Request for Qualifications (RFQ). The City of Miami (the City), through its Procurement Department (Department) invites responses (Responses) which offer to provide the services described in Section 2.0: “*Scope of Services.*” This RFQ is being issued pursuant to Section 287.055, 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.”

#### 1.2. Agreement Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a Professional Services Agreement (“Agreement”) with the City in substantially the same form as the Agreement included as part of the RFQ.

#### 1.3. Submission of Responses

Sealed written Responses must be received by the City of Miami, City Clerk’s Office, no later than the date, time and at the location indicated in the Public Notice and on the cover of this RFQ in order to be responsive. Faxed documents are not acceptable. One original and seven copies plus one copy in digital form (on CD-ROM in pdf format or USB Drive), of your Response and sets of Response forms must be returned to the City, or your Response may be disqualified.

#### 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.

Written communications must be in the form of a fax, mail or e-mail to Sade Chaney, City of Miami, Procurement Department, 444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor, Miami, FL 33130, Fax 305-400-5054, e-mail [schaney@miamigov.com](mailto:schaney@miamigov.com) with a copy to the Office of the City Clerk at [rcastillo@miamigov.com](mailto:rcastillo@miamigov.com).

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided herein) regarding this RFQ 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 your Response.

Please review City of Miami Ordinance No. 12271, and City Code Section 18-74 for complete details of the Cone of Silence.

#### 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 Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer’s name, the RFQ number and title, the specific project title (if applicable) 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 Wednesday, January 20, 2016.**



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

It is the Proposer's responsibility to assure submission and receipt of all addenda. Prior to submitting the Response, the Proposer should check the City of Miami, CITP webpage, where all addenda will be posted. The webpage is located at:

<http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities>.

### **1.6 Award of an Agreement**

A City furnished Professional Services Agreement (PSA or Agreement) may, or may not, be awarded to the Successful Proposer for this RFQ by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. The City reserves the right to award or not award, or execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the City's best interests. By submitting a response, a Proposer agrees that it has no expectation, entitlement or interest in obtaining an Agreement with the City or any work pursuant to the Agreement. Proposer shall have no recourse against the City from the operation of this Section. The award and execution of the Agreement shall comply with the Consultants' Competitive Negotiation Act, Florida Statute §287.055, as amended, codified in the City of Miami Code as Section §18-87.

### **1.7 Agreement Execution**

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for Marine and Coastal Engineering Services. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only clarification requests and comments and proposed revisions included within the Proposer's Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received may be grounds for dismissal. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

The City shall require the Successful Proposer to provide, for itself, as well as the Sub-consultant(s) any or all of the following documentation to support the Price Proposal (if applicable) as a condition precedent to execution of an Agreement.

- 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.

The forms for submission of portions of the information contained above are available on the CITP webpage at:

<http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/Work%20Order%20Forms.asp>.

Where the City does not provide specific forms to be utilized the Proposer shall provide the information in a format acceptable to the City.

### **1.8 Unauthorized Work**

The Successful Proposer shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work and is an express condition precedent to the Proposer being authorized to commence the Work. Any unauthorized work performed by the Successful Proposer shall be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

### **1.9. Submittal Instructions**

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

### **1.10. Changes/Alterations**

Proposer may change or withdraw a Response at any time **prior to** Response Submission Due Date. All changes or withdrawals shall be made in writing to the point of contact specified in Article 1.4, Cone of Silence. Oral/Verbal changes, modifications or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

### **1.11. Sub-consultant(s)**

A Sub-consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-consultant shall be paid through Proposer or Proposer's firm and not paid directly by the City. Sub-consultants are allowed by the City in the performance of the services delineated within this RFQ. Proposer must clearly reflect in its Response the major Sub-consultants to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-consultant proposed in the Response of Successful Proposer or proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-consultant shall be borne solely by the Successful Proposer and insurance for each Sub-consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Sub-consultants are considered to be employees or agents of the City. Failure to list all major Sub-consultants and provide the required information may disqualify any proposed Sub-consultants from performing work under this RFQ. Proposers shall include in their Responses the requested Sub-consultant information and include all relevant information required of the Proposer. Proposer must identify



each of its Community Business Enterprise (CBE) Sub-consultants via Letter of Agreement (LOA) at the time of Response submittal. Additional information can be found in Section 3.6.

Proposers are expressly prohibited from substituting any Sub-consultants contained in the Response. **Proposers shall not change any Sub-consultants without just cause and prior written approval by the City Manager or the Manager's designee, as applicable.** 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 Response will be rejected and not considered for award.

#### **1.12. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Department in the manner prescribed in the RFQ Section 1.5. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

#### **1.13. 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 utilize the City Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered for award.

The City reserves the right to disqualify Responses before or after the Response Submission Due Date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Response 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 claim against a Proposer for monies owed the City at the time of Response submission, will be rejected as non-responsive and shall not be considered for award.

Any Proposer who submits in its Response 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. The City reserves the right to reject Responses submitted by limited liability corporations.

#### **1.14. Proposer's Expenditures**

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Proposer. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response and/or anticipation of a contract 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.



## **SECTION 2**

### **2.0 RFQ SCOPE OF SERVICES**

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#### **2.1 Purpose**

The City is seeking to procure the services of a qualified and experienced team to provide Marine and Coastal Engineering Services for miscellaneous projects. The Proposer and its Sub-consultants must be able to perform every element of the scope of services as outlined below and in Attachment A of the proposed Agreement.

It is anticipated that the Proposer's team will consist of the following disciplines:

- Marine and Coastal Engineering
- Miscellaneous Consultants as needed, including Hydrologist
- Environmental Engineering (as it relates to Marine and Coastal projects)

#### **2.2 Scope of Services**

The Successful Proposer shall provide design, construction documents, construction administration and various reports for Marine and Coastal engineering related projects. The Successful Proposer shall also apply for, process and obtain permits from various regulatory agencies.

The Successful Proposer shall provide Marine and Coastal engineering services in an on-going and as-needed basis with respect to various project sites to be identified by the City. Further details concerning the Scope of Services are contained in the Professional Services Agreement (PSA) for Miscellaneous Marine and Coastal Engineering Services, included as part of this RFQ, and will be further specified and clarified in Work Order Proposals solicited as project sites are identified.





## **SECTION 3**

### **3.0 RFQ GENERAL CONDITIONS**

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#### **3.1. Acceptance/Rejection**

The City reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the City, is/are in its best interest(s). 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 contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses 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 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.

#### **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 Project, then the City, shall have the unqualified right to terminate the Work Order(s), and/or the Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, promise, warranty or representation is made that any particular work or any project(s) will be assigned to any Consultant firm(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 of Miami Code, as amended and any applicable Miami-Dade County BTR requirement. Proposer(s) with a business location outside the City of Miami shall meet the applicable local BTR requirements. A copy of the license should be submitted with the Response. The City may, at its sole option, allow the Proposer to submit a copy of their BTR after the Response Submission Due Date.

#### **3.5 Minimum Qualification Requirements**

The City of Miami is seeking to procure qualified engineering firms with experience in completing comprehensive marine and coastal projects for governmental and/or institutional clients in South Florida, as stipulated in Section 287.055, Florida Statutes (CCNA). Firms responding to this RFQ must have been licensed, registered and practicing in Florida for at least the last five years under its current business name. The firm must have at least five marine and coastal engineering projects in South Florida within the last five years. The referenced projects may be current or may have been completed within the past five years. These reference projects shall be located in South Florida, shall be current or must have been completed for governmental or institutional clients and should include examples of marine and coastal engineering projects. Proposers must have a proven track record of successfully completing projects. Failure to meet the above-stated requirements will result in the Proposer's response being rejected as non-responsive. For purposes of this RFQ, South Florida shall mean Miami-Dade, Monroe, Broward and/or Palm Beach Counties.



Proposers must utilize Form RFQ-PP-R for the above-required reference projects and the form must be signed by the Owner of the project. Failure to submit the reference forms may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFQ must provide information on the firm's qualifications and experience; qualifications of the Project team, members and staff; Project Manager's experience; and previously completed projects. See Section 4.0 "Instructions for Submitting a Response: Submission Requirements" for further direction. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response."

The City may consider a Response as 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. Proposer must include documentation substantiating such name change or merger as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name.

**Failure to include such documentation with the Response may result in a determination that the submission is 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 of Miami has established mandatory CBE Participation requirements as specified in the City Code. CITP has established procedures to assist proposers in complying with these CBE participation requirements. On the left side of CITP Procurements Opportunities and Forms webpage is a link to a new page called CBE Forms/Reports. That page contains links to required City CBE forms, as well as a forms checklist and a "Frequently Asked Questions" (FAQ) page containing important information.

In addition, there are also active links to the Miami-Dade County website for a listing of CBE certified firms and certification forms.

**For detailed instructions and access to required CBE forms, click on the link below:**

[http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/CBE/CBE\\_forms.asp](http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/CBE/CBE_forms.asp)

For all additional CBE questions, please use the contact information listed on the CBE Forms page.

Prospective firms must adhere to the following mandatory requirement:

- Assign a minimum of fifteen percent of the contract value to firms currently certified by Miami-Dade County as a Community Business Enterprise ("CBE").

Unless precluded by Florida Statutes, Federal laws or regulations or grant requirements, Proposers who meet the mandatory CBE participation requirement through use of firms from



within the City of Miami's municipal boundaries will be awarded five bonus points.

For information on the City's CBE requirements, visit the CITP website at:

[http://dev.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/CBE\\_forms.asp](http://dev.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/CBE_forms.asp).

In addition to submitting the required CBE forms, refer to Section 5.0(c) "Five Bonus Points – CBE Participation", to qualify to receive the five bonus points which the Proposers must:

Include with your Response, copies of a) City of Miami Business Tax Receipt; **and** b) Miami-Dade County Business Tax Receipt.

**To qualify to receive the five bonus points Proposer's must:**

1. Attach copies of both a current **City of Miami** Business Tax Receipt **AND** a current **Miami-Dade County** Business Tax Receipt with the submittal.
2. Sign and attach Form 6.4 - Certificate of Compliance
3. Sign and attach form C-1 - List of Sub Consultants.

To verify the above requirements, the City has provided Form "C-1 List of Sub-Consultants" to identify **all** sub-consulting firms (including CBE certified firms) that are part of the Proposer's team. This Form can be found posted on the CITP webpage with the solicitation documents. Failure to include this completed form with your Submittal may result in your response being deemed non-responsive.

**SEC. 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 months immediately preceding the date bids or responses 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 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 months, been in effect for no less than the twelve months immediately preceding the date bids or responses 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 months immediately preceding the date bids or responses 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 months immediately preceding the date bids or responses 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 months immediately preceding the date bids or responses 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 months immediately preceding the date bids or responses 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 response 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 response.

### **3.7 Public Entity Crimes**

A person or affiliate who has been placed on the convicted Proposer/Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted Bidder/Proposer list. §287.133, Florida Statutes, as amended.

### **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 who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 through 18-107 of the City Code (Article III, Chapter 18, City Code City of Miami - Procurement Ordinance,) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THESE REQUIREMENTS.**

### **3.9 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in Section 4.1 – Section B of this RFQ, is of timely submission, and has appropriate signatures/attachments as required on each document.



### **3.10 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response 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. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses 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 of one or more Proposers after the deadline for submission of Responses.

### **3.12 Key Personnel**

Subsequent to submission of a Response 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** must obtain prior written approval by the City. The City reserves the right to request additional documentation as required by the RFQ. If the City does not accept the proposed change(s) the Response will be rejected and not considered for award.

### **3.13 Additional Terms and Conditions**

No additional terms and conditions included as part of your solicitation response 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 Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/Proposer's authorized signature affixed to the bidder's/Proposer's acknowledgment form attests to this Professional Services Agreement (PSA) is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.



## **SECTION 4**

### **4.0: INSTRUCTIONS FOR SUBMITTING A RESPONSE**

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Submit the following information and documents with Proposer's Response to this RFQ. Failure to do so may deem your Responses non-responsive. Non-responsive submittals will receive no further consideration.

#### **4.1 Submission Requirements**

Each Response must contain the following documents and form required by Sections 4.1(A-E), each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1(B). Each section of the Response as stipulated in 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 are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

Hard cover binders are not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its response. Double sided printing is permitted provided that the Response complies with the format set forth in 4.1(B).

Do not include additional information not requested in this RFQ unless specified in the form of 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 Forms will result in the rejection of the Response as non-responsive.

#### **A. Contents Of Qualification Statement:**

All Forms referenced in Sections A-E are identified in Section 4.1(B).

##### **Section A**

##### **1. Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages of the Response 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 Response. (1 page maximum)





**3. Narrative**

Proposer shall complete and submit Form RFQ-N for this section of its Response. Provide a brief overview of the Proposer's firm and why the Proposer should be selected for this Project. (1 page maximum)

**4. Qualifications of the Proposer**

Proposer shall complete and submit Form RFQ-QP for this section of its Response. (1 form - 3 pages maximum)

**5. Qualifications of the Proposer's Team**

Proposer shall complete and submit Form RFQ-QT for this section of its Response. Form RFQ-WC is to be completed for each of the Key Personnel identified in Form RFQ-QT. An organizational chart of the Project Team shall be provided along with a one page resume for key personnel.

**6. Team Organizational Chart**

An organizational chart of the Proposer's team shall be provided for key personnel.

**7. Proposer's Project Experience**

Proposers shall complete and submit Form RFQ-PP for this section of its Response and provide a comprehensive summary of the Proposer's marine and coastal experience. The firm MUST have a minimum of five years of experience and have served as the lead on similar projects on a minimum of five previous occasions. Failure to meet the five year minimum requirement will in and of itself result in the response being deemed non-responsive. (List five projects)

A list of projects of similar size, scope and complexity must be submitted. Information should include:

- \* Client's Name, address, phone number.
- \* Description of work.
- \* Year the project was completed.
- \* Total of fees paid to firm.
- \* Total cost of the construction, estimated and actual.

For each RFQ-PP Form, the Proposer must submit a RFQ-PP-R Form for the Proposer's Project Experience for this section of its Response.

**Section B**

**1. Design Philosophy and Process**

Proposer shall complete and submit Form RFQ-DPP for this section of its Response. Proposer shall include a brief explanation of its design philosophy & process as it relates to this Project. (2 page maximum)

**2. Technical Capabilities**

Proposer shall complete and submit Form RFQ-T for this section of its Response. (2 page maximum)

Proposer shall include a brief explanation of its technical capabilities as it relates to this Project in the following areas:



- Computer aided design and drafting capabilities;
- Capacity to provide on-call services in a timely manner;
- 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**

#### **1. Qualifications of Project Manager:**

The individual must have a minimum of five (5) years' experience and have served as a Project Manager on similar projects on a minimum of three (3) previous occasions. Failure to meet the specified minimum requirement will result in the proposal being deemed non-responsive.

Proposer shall complete and submit Form(s) RFQ-PM for the Project Manager for this section of its Response.

Form RFQ-PM-R shall be submitted for each Form RFQ-PM submitted. (List no more than 3 projects)

Provide a one page resume reflecting the Project Manager's education, experience and qualifications as they relate to this Project is required.

#### **2. Proposer's Workload Capacity Form**

Please complete Form RFQ-WC - Workload Capacity for the Proposer's current workload.

### **Section D**

#### **1. Professional Service Agreement (PSA or Agreement) Provisions (Exhibit A)**

Provide comments on, and exceptions to the attached Agreement terms and conditions. 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 response 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 response is returned without comments it will be deemed 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 response in this section. As noted certain sections of the Professional Services Agreement (PSA or Agreement), including, without limitation, Hold Harmless/Indemnity, Insurance, Cancellation for Convenience, Funding Out, Ethics, Public Records, Sunshine, Lobbying and Compliance with Laws Sections are long standing City practices and cannot be modified.

#### **2. Acknowledgment of Addenda**

Sign **and** return copies of each addendum signature page.





3. **RFQ Response Forms (Section 6.0)**

Sign and return each RFQ Response Form for the Proposer.

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

**Section E**

1. Letter of Agreement(s) (LOA)
2. Form C-1 List of Sub-consultants\*
3. Certificate of Compliance
4. Copies of CBE certification for Prime (if applicable)
5. Notice of Qualifications (FDOT)
6. Business Tax Receipts

**\*NOTE: Sub-consultants Information form C-1**

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



## **B. Response Submission Format**

Responses are to be prepared and submitted in the following format. Failure to comply with this format may result in the Response being determined non-responsive.

### **Section A**

The following documents shall be included in the order listed.

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

### **Section B**

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

### **Section C**

1. RFQ-PM – Qualifications of Project Manager
2. RFQ-PM-R – Project Manager's Reference Forms
3. Resume of Project Manager
4. RFQ-WC – Workload Capacity for the Proposer's current workload.
5. Copies of Professional Certifications and/or Licenses of Key Staff

### **Section D**

1. Professional Service Agreement (PSA or Agreement) Provisions (Exhibit A)
2. Acknowledgment of Addenda
3. RFQ Response Forms (Section 6.0)
4. Information for Determining Joint Venture Eligibility - Form A (if applicable)

### **Section E**

1. Letter of Agreement (LOA) – 1 page for each Sub-consultant firm
2. Form C-1 List of Sub-consultants
3. Certificate of Compliance
4. Copies of CBE certification for Prime (if applicable)
5. Notice of Qualifications (FDOT)
6. Business Tax Receipt(s)



## 4.2 Response Submission

**One original and seven bound copies, plus one digital copy (in .pdf file format) or USB Drive, of your complete response to this RFQ must be delivered to:**

**Mr. Todd Hannon, City Clerk  
City of Miami  
Office of the City Clerk  
3500 Pan American Drive  
First Floor  
Miami, Florida 33133**

Responses must be clearly marked on the outside of the package referencing

**RFQ No. 15-16-011**

### **MISCELLANEOUS MARINE AND COASTAL ENGINEERING SERVICES**

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

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Responses. Responses are to remain valid **for at least 180 days**. Upon award of an Agreement, the contents of the Responses of the Successful Proposer(s) may be included as part of the Agreement, at the City's discretion. Additional information on submission requirements can be found in Section 4.1.

#### **SUBMITTAL GUIDELINES**

##### **1. General**

Only one Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ. Sub-consultants, business entity, or Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Sub-Consultant on another Response submitted under this RFQ.

Joint venture firms must complete and submit with their Response 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 the Project. Failure to timely submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of your Response.

Joint Venture Submissions will be evaluated based on the combined team. Each member of a Joint Venture shall provide the information listed above.

Proposer must clearly reflect in its Response any Sub-Consultants proposed to be used, and provide for the Sub-Consultant the same information required of the Proposer. The City retains the right to accept or reject any proposed Sub-Consultants.



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

It is the policy of the City that the Successful Proposers register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City. Should the Successful Proposer not be currently listed on the City’s Proposer/bidder’s list, they may register via the internet at: <http://egov.ci.miami.fl.us/bids/bids.asp>. For any questions, contact the Procurement Department at (305) 416-1922. Proposers may be registered as a Bidder/Vendor prior to submitting its Response. It is the sole responsibility of the Proposer(s) to insure that they are properly registered with the City.



## SECTION 5

### 5.0 EVALUATION/SELECTION PROCESS

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#### A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by City's Procurement staff for compliance with the submission requirements of the RFQ, including verification that each Response 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 Response in accordance with the requirements of this RFQ. The Committee will select a minimum of three firms deemed the most highly qualified to perform the required services, unless fewer than three Responses 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, written notice of which shall be provided to all proposers, and the City Manager shall then submit his or her recommendation to the City Commission;
  - b) reject the Committee's recommendation and instruct the Committee to re-evaluate and make further recommendations;
  - c) reject all Responses; or
  - d) recommend that the City Commission reject all Responses.

City Manager may accept the recommendation and authorize CITP to enter into negotiations with the top ranked Proposer, request that the Committee provide additional information as to the ranking of the Responses. Upon approval of the Committee recommendation the Proposers will be listed in rank order on the CITP webpage,

<http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.

9. Upon successful negotiation of an Agreement, CITP will forward the recommended Agreement to the City Manager for approval and the City Manager upon acceptance of the negotiated Agreement will approve the award 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. Where CITP is not able to successfully negotiate an Agreement with the top ranked Proposer(s) CITP will recommend to the City Manager that such negotiations be terminated and that CITP enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.

10. After reviewing the City Manager's recommendation, the City Commission may: approve the City Manager's recommendation and authorize award of the Agreement; reject the Agreement; or reject all Responses and direct the City Manager re-open negotiations or to solicit new Responses.

### **B. Evaluation Criteria**

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

- |  |                   |
|--|-------------------|
| ➤ Proposer's Experience and Qualifications | Maximum 35 points |
| ➤ Proposer's Team Experience               | Maximum 35 points |
| ➤ Experience of Project Manager            | Maximum 10 points |
| ➤ Design Philosophy and Process            | Maximum 10 points |
| ➤ Technical Approach                       | Maximum 10 points |

### **C. Five Bonus Points – CBE Participation**

Unless precluded by Florida Statutes, Federal laws or regulations or grant requirements, Bonus points will be awarded 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 at a minimum fifteen percent of the contract value to certified CBE firms that maintain a "Local Office", as defined in City Code Section 18-73.



## SECTION 6

### 6.0 RFQ RESPONSE FORMS

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#### 6.1 RFQ Information Form

#### RFQ NO.: 15-16-011: Miscellaneous Marine and Coastal Engineering Services

I certify that any and all information contained in 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

**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 Response 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 YOUR RESPONSE**





6.2.1

**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 Response 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 YOUR RESPONSE**



6.2.2

**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 Response dated, \_\_\_\_\_ 20\_\_\_\_,  
to the City of Miami 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: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE**



**6.2.3**

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

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Managers 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 Response dated,  
\_\_\_\_\_ 20\_\_\_\_\_, to the City of Miami 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 YOUR RESPONSE**



**6.2.4**

**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 Response 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 this attestation."

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 YOUR RESPONSE**



### 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 Responses.
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. Found in violation of a zoning ordinance or any other City ordinance or regulation and for which the violation remains noncompliant.
8. Found in violation of a zoning ordinance or any other City ordinance or regulation and for which a civil penalty or fine is due and owing to the City.



9. A contractual party who has defaulted under the terms of a contract with the City or any of its boards, agencies, trusts, authorities, councils or committees and has failed to cure such default.
10. 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: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE. FAILURE TO SIGN THIS FORM SHALL DISQUALIFY YOUR RESPONSE. ADDITIONALLY, THIS FORM IS REQUIRED OF ALL SUB CONSULTANTS LISTED ON THE PROPOSER'S TEAM AND FORMS SIGNED BY A REPRESENTATIVE OF EACH FIRM SHALL BE SUBMITTED WITH THE PROPOSERS' RFQ PACKAGE**



**6.4 CERTIFICATE OF COMPLIANCE WITH SECTIONS 18-87 AND 18-89 OF THE CITY CODE**

I, \_\_\_\_\_ hereby certify that:

- i) I \_\_\_\_\_ am the (President/Secretary or Principal) of \_\_\_\_\_ **(Respondent Firm)**;
  - ii) I have read Sections 18-87 **and** 18-89 of the City of Miami Procurement Code;
  - iii) **(Respondent Firm)** \_\_\_\_\_ hereby acknowledges that the awarded contract has an on-site labor component greater than or equal to twenty-five percent (25%), and therefore agrees to assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Small Business Enterprise (“CSBE”);
- OR**
- iv) **(Respondent Firm)** \_\_\_\_\_ hereby is certified by Miami-Dade County as a CSBE firm and will self-perform to meet the minimum fifteen percent (15%) CSBE requirement. An active copy of the respondent’s CSBE certification must be included in the bid document.
  - v) **(Respondent Firm)** \_\_\_\_\_ hereby agrees to comply with Local Workforce Participation Requirements stated in Section 18-89 of the City of Miami Procurement Code.
  - vi) **OPTIONAL:**
  - vii) **(Respondent Firm)** \_\_\_\_\_ hereby agrees to make assignments **pursuant to item (iii), above**, to certified CSBE firms who maintain a “Local Office,” as defined in City Code Section 18-73;

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 18-89 of the City of Miami Procurement Code on behalf of Respondent Firm named therein in favor of the City.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires:

Bonded by: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large



### 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 Subject Contract, there is any significant change in the information submitted, the Joint Venture must inform the County 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 venturers 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: \_\_\_\_\_

**Form A**