



CITY OF MIAMI

REQUEST FOR QUALIFICATIONS

COMPREHENSIVE STORMWATER MASTER PLAN CITY OF MIAMI (B-30632A)

**RFQ NUMBER
16-17-041**

**ISSUE DATE
WEDNESDAY, MAY 31, 2017**

**VOLUNTARY PRE-PROPOSAL CONFERENCE
TUESDAY, JUNE 13, 2017 @ 10:00 AM
AT MRC BUILDING, 444 SW 2ND AVENUE
6TH FLOOR SOUTH CONFERENCE ROOM
MIAMI, FL 33130**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
Wednesday, June 28, 2017
@ 5:00 p.m.**

**PROPOSAL SUBMISSION DUE DATE
THURSDAY, JULY 6, 2017
@ 3:00 PM (local time)**

CITY CONTACT
Lydia Osborne, CPPO, Assistant Director
Department of Procurement
City of Miami
444 SW 2nd Avenue, 6th Floor
Miami, Florida 33130
Phone: (305) 416-1907
Email: losborne@miamigov.com

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PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) NO.: 16-17-041

**COMPREHENSIVE STORMWATER MASTER PLAN
CITY OF MIAMI**

Completed Proposals must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, 1st Floor, Miami, Florida 33133 by 3:00 PM, on Thursday, July 6, 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.

RFQ documents may be obtained on or after Wednesday, May 31, 2017, from the City of Miami, Office of Capital Improvements' (OCI) webpage at:

<http://www.miamigov.com/CITP/ProcurementOpp.html>

It is recommended that prospective Proposers periodically check the OCI webpage for updates and the issuance of addenda. It is the sole responsibility of all Proposers to ensure receipt of any addenda.

The Department of Procurement has scheduled a Voluntary Pre-Proposal Conference for this solicitation to be held on:

**Tuesday, June 13, 2017 at 10:00 a.m. (Local Time)
at MRC Building, 444 SW 2nd Avenue
6th Floor South Conference Room
Miami Florida 33130**

Any Proposers who cannot attend 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 Proposal, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, 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 mis-delivered Proposals, no matter the cause. Late or mis-delivered Proposals will not be considered for award by the City.

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

SECTION 1

INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 Invitation

Thank you for your interest in this RFQ. The City of Miami (the “City”) Department of Procurement (Procurement), through the Office of Capital Improvements (OCI) is seeking to procure a full range of professional engineering services in the planning and development of a Comprehensive Stormwater Master Plan, as described in Section 2.0, Scope of Services. This RFQ is being issued pursuant to Section 287.055, Florida Statutes, 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 the solicitation documents are available on the OCI webpage by visiting:

<http://www.miamigov.com/CITP/ProcurementOpp.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 the Proposer.
- b) “Proposer” shall mean the legal entity submitting a Proposal in response to this RFQ.

1.2 Voluntary Pre-Proposal Conference

A voluntary Pre-proposal Conference will be held on **Tuesday, June 13, 2017 at 10:00 a.m. (Local Time), at MRC Building, 444 SW 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.

1.3 Submission of Proposals

Sealed written Proposals must be received by the City of Miami Office of the City Clerk, no later than the date, time and at the physical location indicated in Section 4.2, Proposal Submission, and the Public Notice found on the cover of this RFQ, in order to be considered. Faxed documents **are not** acceptable. **One (1) original, along with seven (7) copies (total of 8), plus one (1) copy in digital format (on CD-ROM or USB in .pdf format),** of Proposer’s Proposal must be timely received by the City, or the Proposal 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. Oral communications are not prohibited as long as the Cone of Silence remains in effect.

Written communications must be in the form of a fax, mail or e-mail to Lydia Osborne, CPPO, Assistant Director, Department of Procurement, 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, fax 305-416-5025, e-mail losborne@miamigov.com, with a copy to the Office of the City Clerk, Attn: Rosa Castillo, at rcastillo@miamigov.com. Please review Section 18-74 of the City of Miami Code for complete details on the Cone of Silence.

Proposers are hereby cautioned not to contact any member of the Evaluation\Selection Committee or any City staff, except as provided for in the RFQ, regarding this Solicitation, 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 of Miami Code and applicable regulations.

1.5 Additional Information or Clarification

Requests for additional information or clarifications must be made in writing, addressed to the City's Contact, Lydia Osborne, CPPO, Assistant Director, Department of Procurement at losborne@miamigov.com or faxed to (305) 400-5025. Proposer may fax or e-mail their requests for additional information or clarifications in accordance with Section 1.4, Cone of Silence. Facsimile submissions 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 P.M., on Wednesday, June 28, 2017**. Late or misdelivered request 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 it deems necessary, in the form of a written addendum, prior to the Proposal Submission Due Date. Proposers shall 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 addenda 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/CITP/ProcurementOpp.html>.

1.6 Award of an Agreement

A Professional Services Agreement (PSA or Agreement) may be awarded to the Successful Proposer for services by the City Commission, following a written recommendation from the City Manager, based upon the qualification requirements reflected herein. The draft **Agreement** is provided as **Attachment A**, and it 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, 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 the Agreement shall comply with Section 287.055, Florida Statute, as amended, and codified in Section 18-87 of the City of Miami Code.

1.7 Agreement Execution

By submitting a Proposal, the Proposer agrees to be bound to and execute the Agreement furnished by the City for engineering services in the planning and development of the City of Miami's Comprehensive Stormwater Master Plan. 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 Proposal will be considered by the City. Any comments identified after the Proposal has been received will not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Proposal, after the Proposal 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 Subconsultant(s), any and all of the following documentation to support the Price Proposal, as applicable, as a condition precedent to execution of an Agreement.

- Current financial statement(s), preferably audited financial statements 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 material data resulting from negotiation of the Agreement.

A copy of current Notice of Qualification letter from the Florida Department of Transportation (FDOT), is not required, but preferred.

1.8 Unauthorized Work

The Successful Proposer shall not begin Work until the City issues a 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 the NTP, or during the term of the Agreement, shall be deemed non-compensable by the City, and Successful Proposer shall not have any recourse against the City for performing unauthorized or premature Work.

1.9 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 this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entries in all blanks and forms provided for the Proposal.

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

1.10 Changes/Modifications/Alterations

Proposer may submit a modified Proposal to replace all or any portion of a previous submitted Proposal, or withdraw a Proposal at any time **prior** to Proposal Submission Due Date. 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.

1.11 Subconsultants/Subcontractors

For the purpose of this RFQ, a "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 Successful Proposer to assist in the performance of services required under this RFQ. A Subconsultant shall be paid by the Successful Proposer and not 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 the Proposer's Proposal, or proposed prior to Agreement execution. 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

maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Subconsultants are considered to be employees, partners, affiliates or agents of the City. Failure to list all Subconsultants and provide the required information, may disqualify any proposed 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 the Proposal. **Proposers shall not change any Subconsultants 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 Proposal 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, in the manner prescribed in the 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 drafting party.

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 will result in the rejection of the Proposal as non-responsive and it will not be considered for award. Modifications of, retyping, or alternations 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 the 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 claim against a Proposer for monies owed the City at the time of Proposal Submission Due Date, or if the 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), will be rejected as non-responsive and shall not be considered for evaluation. Additionally, prior to award recommendation, the above requirements must be met by the Successful Proposer, and is a condition that must be maintained during the term of the Agreement.

1.14 Proposer's Expenditures

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

1.15 Inspection of Site and Previous Plan Documents

Proposers should carefully examine the site(s) location before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the services pursuant to the Proposal as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill, in every detail, all of the requirements, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

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 nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida with the Proposal. Failure to promptly submit the evidence or qualification to transact business in the State of Florida, may be 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 Project Purpose

The City of Miami, Miami-Dade County, Florida (“the City”) is seeking professional engineering services from a qualified firm for the purpose of planning and developing a newly updated and comprehensive Stormwater Master Plan (SWMP), and to provide the following list of services, on an as needed basis, as deemed necessary by the City, at its sole discretion

The newly updated and comprehensive SWMP shall:

- a. Evaluate potential Sea Level Rise scenarios and provide recommendations to raise seawall and bulkhead elevations, propose new pump stations, and installation of backflow preventers to existing and future stormwater drainage infrastructure.
- b. Evaluate and provide recommendations to improve the resiliency of coastal and upland infrastructure, as well as, the existing ecosystem to mitigate damages sustained from severe storm events.
- c. Provide recommendations to address water quality and environmental issues (e.g., manatees, sea grass, legacy sediments and contaminated groundwater, sanitary interconnections) in accordance with local, state, and federal regulations.
- d. Create a ranking and priority list for capital projects that address stormwater drainage and water quality improvements, as well as City maintained seawalls/bulkheads.
- e. Analyze, model, and provide recommendations to reduce depth, extent, frequency, and duration of flooding events.
- f. Provide recommendations for conservation and reuse of stormwater.
- g. Evaluate ways to improve aquifer recharge to reduce saltwater intrusion, and protect the potable water supply.
- h. Identify best management practices utilizing a tiered approach based on scope and cost of project.
- i. Identify and recommend green design and Sustainable Engineering standards.
- j. Conduct a coordinated analysis identifying existing conditions of with City parks (specially waterfront parks), and major public facilities, including transportation, parking and other infrastructure (e.g., water and sewer and transportation programs), as well as coordination with Miami-Dade County and FDOT transportation programs, in the context of a larger, regional area.
- k. Development and redevelopment standards and design criteria.

2.2 Project Background

The City encompasses approximately 56 square miles. Of this total, approximately 36 square miles are located in upland areas while the remaining 20 square miles are found within coastal basins and Biscayne Bay.

The City’s original SWMP was generated in 1986, and emphasized on mainland areas, excluding barrier islands and most coastal areas. Additionally, localized flooding of homes, businesses and roadways, including the effects of erosion and diminishing capacity of rivers and canals due to accumulation of debris and organic sedimentation, were evaluated.

An updated SWMP was adopted by the Miami City Commission in 2012. Its purpose was to:

- a. Apply for National Flood Insurance Program (NFIP) Community Rating System (CRS) reclassification and receive additional credits to discount flood insurance rates for City residents.
- b. Determine the potential impact of proposed changes in land use.
- c. Prioritize drainage basins for flood protection.
- d. Evaluate Flooding Complaints.
- e. Evaluate Federal Emergency Management Agency FEMA repetitive losses.

The 2012 SWMP has proven to be outdated due to changes in land use, sea level rise, and the current regulatory environment. The development of new and comprehensive SWMP is critical in establishing a policy framework to ensure the integrity of the City's future is protected and enhanced over time.

2.3 Scope of Services

The Successful Proposer shall provide a full range of engineering services in the planning and development of a clear, comprehensive and forward-looking framework that encompasses the existing stormwater management program, and makes full use of the results of the previous studies to avoid duplication of Work. Scope of services includes, but is not limited to:

A. Data Collection and Evaluation Phase

1. Review the adopted 2012 Stormwater Master Plan and other data sources such as, but not limited to, the City of Miami, Miami-Dade County, National Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), USGS, FEMA, South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP) and FDOT.
2. Develop a project management plan that establishes communication protocols, data collection methodology, design and process standards.
3. Review current Level of Service (LOS) of existing stormwater drainage and water quality systems in the City and identify areas and facilities such as water, sewer, stormwater, roadways, seawalls/bulkheads and emergency facilities, at risk from rainfall, sea level rise, tidal flooding, and storm surge, and recommend design criteria changes as warranted to mitigate said risk.
4. Validate the City's existing stormwater database.
5. Evaluate current tidal guidelines and requirements by various government agencies such as the City of Miami, USACE, NOAA, United States Geological Survey (USGS), FEMA, SFWMD, FDEP, FDOT and Miami-Dade County.
6. Collect updated information to complete the City's stormwater and best management practice (BMP) infrastructure Geographic Information System (GIS) database; assist with the incorporation of information into the City's Capital Improvement Program database.
7. Review FEMA's repetitive losses within City limits.
8. Review and provide information that will assist the City in complying with the National Flood Insurance Program's Community Rating Services (NFIP-CRS) requirements.

B. Modeling Phase

1. Develop a citywide Digital Terrain Model (DT Model) based on LiDAR data sets, Capital Improvements Program (CIP) database and other available data to generate an accurate model. The propriety rights to the model must be provided to the City for its continued use.
2. Identify all basins and watershed, and prioritize the modeling analyses based on flooding severity and frequency. As a guide, analyses shall begin with North and South Biscayne Bay Basins.
3. Define the primary Stormwater Management System (SMS Model) and model extents.
4. Provide design criteria recommendations for storm water systems, and provide updated design tail water conditions maps in a GIS format for both upland and tidal influenced areas.
5. Develop an Existing Conditions Model (EC Model) utilizing the XP-SWMM model platform and evaluate scenarios for 5, 10-year 24-hour as well as, 25, 100-year, 72-hour SFWMD design storm events, to include and shall not be limited to time intervals, projections and different storm events and flood predictions.
6. Coordination with various Master Plans from FDOT, FDEP, SFWMD and Miami-Dade County.
7. Evaluation of Flood Protection Projects.
8. Evaluation of sea level rise for multiple scenarios and time horizons. Evaluate the impact of saltwater intrusion to the existing aquifer and the impact on LOS to existing and future stormwater drainage infrastructures.
9. Establish tidal and riverine boundary conditions (at inflows **to** the City and outflows **from** the City).
10. Execute the SMS Model based on boundary and climate conditions. The model must include future sea level rise, storm surges, and build-out scenarios, etc.
11. Conduct Sub-Basin Delineation and analysis to identify level of service analysis, identification and prioritization of problem areas and the development of effective alternatives to alleviate water quality/quantity problems citywide, based on level of flooding, system capacity, water quality and requirements set forth by Federal, State and Local regulations.
12. Provide progress updates to the City's Project Manager via Technical Memorandums as draft report sections, at the following stages:
 - a. Data Collection and Evaluation.
 - b. Development of DT Model.
 - c. Delineation of Sub-Basins.
 - d. Define SMS Model extents and primary system.
 - e. Hydrologic and Hydraulic Modeling of Existing and Future Condition Land Uses **without** City's Flood Protection Projects.
 - f. Identification and Ranking of Problem Areas.
 - g. Hydrologic and Hydraulic Modeling of Existing and Future Condition Land Uses **with** City Flood Protection Projects under Design.
 - h. Identification, Ranking and Prioritizing of Future City Flood Protection Projects under design that take into consideration the cost-benefit analysis (including social, equity and environmental costs and benefits), flood protection and sustainability based on sea level rise and progressive improvement.
 - i. Update of City Stormwater Infrastructure Database.

13. Pursuant to the completion of the above-mentioned Technical Memorandums, provide the model results and solutions in a comprehensive deliverable hard copy report and electronic formats (see item #5 above) for future use by the City.

C. Sea Level Rise Evaluation and Considerations

In addition to the required modeling activities described above, the Successful Proposer shall also conduct the following evaluations:

1. Evaluate flood control LOS, vulnerability, resiliency, and potential risk for the Stormwater Management System and infrastructure from existing sea level conditions and tides (normal ranges of high tides and extreme event surges generated from severe storm events).
2. Project potential ranges of sea level rise (SLR) on normal and extreme tide and surge conditions. Utilizing SLR projects from USACE, NOAA, USGS, SFWMD and Miami-Dade County, consistent with the southeast Florida climate.
3. Evaluate the potential impact of high and intermediate SLR scenarios on the Stormwater Management System over the different time horizons (i.e., 5, 20, 50, and 75 year).
4. Evaluate the potential vulnerability and risk from SLR ranges over the time periods on public safety, City infrastructure and operations.
5. Plan resilient, adaptable capital improvement features in to the comprehensive SWMP update to mitigate impacts through the design period (i.e., 5, 20, 50, and 100 years).
6. Consider project benefits (i.e., flood damage reduction and cost for the capital projects using FEMA-HAZUS (Hazard US) method, FEMA Benefit-Cost Analysis (BCA) Tool, or equivalent.
7. Identify and prioritize project phasing as needed to meet flood control LOS at each time horizon.

D. Capital Improvement Program Phase

1. Develop a cost-effective and phased Capital Improvement Plan (CIP) itemizing the capital improvement projects that can be implemented and constructed based on Level Basis Analysis at the Basin Level. The results from the newly updated and comprehensive SWMP will be utilized to incorporate resiliency planning into current and future Citywide drainage projects.
2. For the project planning phase, at a minimum, the CIP categories for public and private systems are as follows:
 - a. Neighborhood or community stormwater drainage improvements;
 - b. Primary Stormwater Management System improvements; and,
 - i. Pump stations.
 - ii. Waterways, canals, and waterbodies.
 - iii. Pipes and culverts.
 - iv. Storage (i.e., wet detention, dry retention, etc.).
 - v. Exfiltration.
 - vi. Recharge wells.
 - vii. Roadways.
 - c. Coastal areas
 - i. Seawalls/bulkheads, floodwalls and levees.

- ii. Backflow preventers.
3. Develop a prioritized list of CIP projects and provide justifications for the areas of highest concern and based on cost benefit analysis and its impact on sea level rise, resiliency and water quality.
4. Provide cost-effective alternatives for stormwater drainage improvement projects to comply with Environmental Resource Permit (ERPs), National Pollutant Elimination System (NPDES) and Total Maximum Daily Load (TMDL) goals.
5. As deemed necessary, at the City's sole discretion, assist the City's Office of Capital Improvement (OCI) in facilitating presentations to the Miami City Commission, community at large, and all stakeholders.

E. Proposed Team

1. The Successful Proposer's Team shall consist of the following disciplines and Key Personnel:
2. **Project Manager**
The Successful Proposer shall designate a lead individual, referred to as the "Project Manager" to manage the Project. The Project Manager shall meet the minimum qualification requirements specified in Section 3.5 (3), Minimum Qualification Requirements.

Note: The City, acting by and through its City Manager, as further detailed in **Exhibit 1, Agreement**, as may be amended from time to time, prior to issuance of any Notice to Proceed, or at other reasonable intervals decided by the City Manager, may elect at the City's discretion, to proceed with the Work on a phased basis. **A detailed Scope of Work will be developed by the Department for each Work Order issued.**

The construction of any reconfiguration design will be performed by a firm selected through an Invitation to Bid (ITB) separate from this RFQ. **This RFQ is being issued for engineering services only.**

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 the Solicitation or reject any or all Proposals. 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 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 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. 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 in any fiscal period for this Project, the City shall have the unqualified right to terminate the Work Order(s) and Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular Work or any project(s) will be assigned to the Successful Proposer.

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 required County Business Tax Receipt ("County BTR"). Proposers with a business location outside the City of Miami shall meet all applicable local BTR requirements. A copy of the BTR should 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 a qualified and experienced multidisciplinary engineering firm, as defined in Section 287.055, Florida Statutes, CCNA. The Proposer shall, as of Proposal Submission Due Date:

- 1) Have been licensed, registered, and practicing as an engineering firm for a **minimum of (10) consecutive years**, authorized to conduct business in the State of Florida under its current business name.
- 2) Possess a **minimum of five (5) years** of experience in the planning and development of large stormwater structure systems, municipal stormwater master plans, and stormwater modeling and infrastructure design projects, as described in Section 2.0, Scope of Services.

- 3) Have a licensed and practicing engineer, as stipulated under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineer", who shall serve as the Project Manager for this Project, with a **minimum of ten (10) years of experience**, including the completion of **three (3)** planning and development of large stormwater structure systems, municipal stormwater master plans, and stormwater modeling and infrastructure design projects, including but not limited to, deep wells, pump stations, backflow prevention devices, roadway and drainage, ADA sidewalk, permitting, stormwater conservation and reuse, green infrastructure/filtering systems, utility work schedules, and coordination with utility companies.

Proposers submitting Proposals 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 Proposal: Submission Requirements, for further direction. Proposals that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be included in Section 4.0, Instructions for Submitting a Proposal.

The City may consider a Proposal as non-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 Proposal, for the City to consider crediting the years of experience from the Proposer under its previous name.

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 of the City of Miami Code, the City has established mandatory CBE Participation requirements. OCI has established procedures to assist Proposers in complying with these CBE participation requirements. On the OCI webpage, Tools and Resources Header, CITP Forms Section, there is a link to 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

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

Successful Proposer shall assign a minimum of fifteen (15%) percent of the comprehensive award value to firms actively certified by Miami-Dade County as a CBE.

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

In addition to submitting the required CBE Forms, please refer to Section 5.0(c), Five Bonus Points – CBE Participation, for instructions on how to qualify to receive the five (5) bonus points.

To qualify and receive the five (5) bonus points, Proposer's Proposal must include:

1. Copies of both a current **City of Miami** Business Tax Receipt **AND** a current **Miami-Dade County** Business Tax Receipt.
2. Completed and signed Form 6.4 - Certificate of Compliance.
3. Completed and signed Form C-1 - List of Subconsultant.

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. This Form can be found on the OCI webpage, CBE – Forms and Reports Link, along with the Solicitation documents. Failure to include this completed form with Proposer's Proposal may result in Proposal being 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 Proposals were received, and be available for review and approval by the Chief Procurement Officer or their designee; for recently-executed leases that have been in effect for any period less than the twelve months immediately preceding the date 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 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 their 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 their designee;

- (3) Has had, for a minimum of twelve (12) months immediately preceding the date 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 Proposals were received for the Agreement 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 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 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 provided in Section 287.017, Florida Statutes, as amended, 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) 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 THIS REQUIREMENT.**

3.9 REVIEW OF RESPONSES FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Proposal is one which 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 and 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. 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 of one or more Proposers, 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** 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 Proposal will 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, 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 to 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

Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

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 or 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 Proposer 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 as to 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.

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 Agreement.

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. Non-responsive Proposals will receive no further consideration.

4.1 Submission Requirements

Each Proposal must contain the following documents and forms required by Section 4.1.A, (A-E) below, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined in Section 4.1.B. 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 are not to 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.

The original Proposal document must not be bound, however spiral binding and binder clips are acceptable for the submission of the document copies. 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 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 by Proposer. Additional pages may not be added unless the form specifically states that pages can be added. If applicable, additional pages must be labeled with the solicitation number and as a continuation of the City Forms. Failure to utilize the City Forms will result in the rejection of the Proposal as non-responsive.

A. Content of Qualifications Statement:

All City Forms referenced in Sections 4.1.A, (A-E) are required.

Section A

1. Table of Contents

The Table of Contents should follow in sequential order the sections and documents specified in 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 City Form RFQ-PL **as well as** a proposal letter introducing Proposer's Proposal for this section of the Proposal. *(1 page max.)*

3. **Narrative**

Proposer shall complete and submit City Form RFQ-N to provide a narrative about the Proposer and describe why the Proposer determines itself to be the most qualified to be awarded this Project. (1 page max.)

4. **Proposer's Qualifications (See Section 3.5)**

Proposer shall complete and submit City Form RFQ-QP **as well as:**

- Indicate the firm's number of years of experience in providing professional engineering services;
- Provide any membership and accreditation by professional organizations; and
- Provide applicable licenses and any other pertinent information.

5. **Proposer's Project Experience (See Section 3.5)**

Proposer shall complete and submit City Form RFQ-PP to provide a comprehensive summary of the Proposer's experience in the successful planning and development of large stormwater structure systems, municipal stormwater master plans, and stormwater modeling and infrastructure design projects. The firm **MUST** have a minimum of ten (10) years of experience and have served as the prime consultant on similar projects, on a minimum of five (5) previous occasions. Proposer shall submit infrastructure design projects for large stormwater structure systems, municipal stormwater master plans, and stormwater modeling similar in size, scope and complexity; including scope and nature, cost and budget control, quality of work, and compliance with performance schedules and standards. An Owner's contact person, preferably a municipality or redevelopment project manager, name, title, and telephone number, shall be provided for each project cited.

Failure to meet the ten (10) year minimum experience requirement and submit proof of five (5) large stormwater structure systems, municipal stormwater master plans, and stormwater modeling infrastructure design projects shall result in the Proposal being deemed non-responsive.

For each City 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. List five (5) projects as identified in Section 3.5, Minimum Qualification Requirements.

6. **Proposer's Team Qualifications and Experience**

Proposer shall complete and submit City Form RFQ-QT. Form RFQ-WC shall be completed for **each** of the Key Personnel and Subconsultants identified in Form RFQ-QT. An organizational chart of the Project Team shall be provided for each of the Key Personnel identified. Proposer shall also submit:

- Documentation indicate whether each proposed member of the Project Team has worked with the Proposer on a comparable project of a similar nature prior to this time, or with other proposed members of the Team and/or Proposer. If so, include a detailed description of the project, responsibilities of each, and whether Proposer managed said project(s);

- Resumes for Key Personnel and Subconsultants, including education, experience, previous working relationships, work performed of a similar nature, licenses, and any other pertinent information. Documentation should be provided which demonstrates their ability to satisfy all of the minimum requirements.

Section B

1. 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 a list of projects similar in size, scope, and complexity. Failure to meet the stipulated minimum requirements will result in the Proposal being deemed non-responsive. List **three (3)** projects as identified in Section 3.5, Minimum Qualification Requirements.

Form RFQ-PM-R shall be completed 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.

2. Qualifications of Lead Engineer

Proposer shall complete and submit Form RFQ-EE for the Lead Engineer listed for this section of its Proposal.

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

Section C

1. Design Approach and Process

Proposer shall complete and submit City Form RFQ-DAP to include the following:

- Description of overall approach and process for the planning, evaluation and assessment of the newly proposed comprehensive SWMP at different stages;
- Understanding of the Scope of Services and the cost benefit analysis, estimating, design of systems discharging to waterbodies, environmental and experience community awareness plans, and easement and maintenance;
- Description of the Proposer's proposed approach to facilitating the engagement of City officials and community stakeholders in a public input process, and its ability to interface successfully with other agencies or firms; and,
- Discussion of how Proposer would supervise the Project Team and manage engagement in order to meet or exceed deadline(s) and budget.

2. Technical Capabilities and Methodology

Proposer shall complete and submit City Form RFQ-T to provide a comprehensive explanation of the Proposer's technical capabilities in the following areas:

- Quality control and assurance procedures, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements;

- Prior experience with sea level rise/climatological projections, as well as planning resilient infrastructures to address sea level rise, storm events, and flooding;
- Timely completion of projects;
- Timely reporting and reviewing pay applications and change orders; and,
- Capacity to provide on-call services in a timely manner.

Section D

1. Exhibit 1 - Agreement

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 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 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 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 are long standing City practices and cannot be modified.

2. RFQ Proposal Forms (Section 6.0)

Proposer shall sign and submit each RFQ Proposal Form.

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/Subcontractors*
3. Certificate of Compliance
4. Business Tax Receipt
5. Copies of Miami-Dade County CBE Certification for Proposer or Proposer's Subconsultant(s), if applicable
6. Notice of Qualifications (FDOT) (preferred)

***NOTE:** Proposer shall list all proposed Subconsultants/Subcontractors to be used in the performance of the Services requested herein, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work (service or commodity) and CBE Certification, as approved by Miami-Dade County, if applicable.

B. Proposal Submission Format:

Proposer shall prepare and submit the Proposal in the format provided 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 – Proposer’s Qualifications
5. RFQ-PP- Proposer’s Project Experience
6. RFQ-PP-R – Proposer’s Reference Forms
7. RFQ-QT – Qualifications of Proposer’s Team – Including Form RFQ-WC
8. Resumes of Key Personnel
9. Team Organizational Chart

Section B

1. RFQ-PM – Qualifications of Project Manager
2. RFQ-PM-R – Project Manager Reference
3. Resume of Project Manager
4. RFQ-EE – Qualifications of Lead Engineer
5. RFQ-EE-R – Lead Engineer Reference Form
6. Resume of Lead Engineer
7. Form RFQ-WC - Workload Capacity for the Proposer’s current work load.

Section C

1. RFQ-DAP – Design Approach and Process
RFQ-T – Technical Capabilities and Methodology

Section D

1. Agreement (Exhibit)
2. RFQ Proposal Forms (See 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
4. Business Tax Receipt
5. Copies of Miami-Dade County CBE Certification for Proposer or Proposer’s Sub consultant(s) (if applicable)
6. Notice of Qualifications (FDOT) (preferred)

4.2. Proposal Submission

One (1) unbound original and seven (7) bound copies (total of 8), plus one (1) digital copy in digital format (CD-ROM or USB in .pdf file format), of Proposer's complete Proposal for this RFQ shall be delivered to:

**Mr. Todd Hannon, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive, 1st Floor
Miami, Florida 33133**

Proposals must be clearly marked on the outside of the packages referencing:

RFQ No. 16-17-041

COMPREHENSIVE STORMWATER MASTER PLAN CITY OF MIAMI

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 Proposal. Proposals are to remain valid **for at least 180 days**. Upon award of an Agreement, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Agreement, at the City's discretion.

SUBMITTAL GUIDELINES

1. General

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

Joint venture firms must complete and submit with their Proposal, **Form A** titled "Information for Determining Joint Venture Eligibility", (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 submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of Proposer's Proposal.

Joint venture Proposals 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 Proposal 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.

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.

It is the policy of the City of Miami that prior to being recommended for an award, the Successful Proposer shall complete the City’s Vendor Registration. Vendor registration is easily completed by accessing the City’s website using the below link:

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

For any questions regarding vendor registration, please contact the Department of Procurement at (305) 416-1922. It is the sole responsibility of the Successful Proposer to ensure that City Vendor Registration requirements are wholly satisfied.

SECTION 5**EVALUATION/SELECTION PROCESS**

A. Evaluation Procedures and Contract Award

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 included all required documents.
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/CITP/ProcurementOpp.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 of Agreement(s) 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. Upon approval of the City Manager's recommendation, an award memorandum will be included on the OCI webpage, <http://www.miamigov.com/CITP/ProcurementOpp.html>, of which written notice shall be provided to all Proposers.
 - b) reject the Agreement; 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 their respective weight, for a maximum of one hundred (100) points per Committee member:

<u>Technical Criteria</u>	<u>Maximum Points</u>
Proposer’s Qualifications and Experience	25
Proposer’s Team Qualifications and Experience	20
Proposer’s Project Manager’s Qualifications and Experience	15
Design Approach and Process	30
Technical Capabilities and Methodology	10

C. Five Bonus Points – 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 at a minimum fifteen percent (15%) of the contract value to Miami-Dade County certified CBE firm(s) that maintain a “Local Office”, as defined in Section 18-73 of the City of Miami Code.

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 Proposal thereto, including without limitation any Addendum, or 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. : 16-17-041

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:

Proposing 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 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 PROPOSE'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 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 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 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. 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).

Proposing Firm's Name: _____

Individual Name: _____

Signature: _____

Date: _____

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

I, _____ hereby certify that:

- i) I _____ am the (President/Secretary or Principal) of _____ **(Proposer)**;
- ii) I have read Section 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 Code on behalf of Proposer 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: _____

Form A
Information for Determining Joint Venture Eligibility

If the Proposer is submitting as a joint venture, please be advised that this form (2 pages max) **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. Identify by name, race, gender, 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 control of, and participation in, this Agreement:

(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, 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: _____