



CITY OF MIAMI

REQUEST FOR QUALIFICATIONS

URBAN DESIGN, LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR A FLEX PARK AT VIRGINIA KEY

RFQ NUMBER

16-17-003

ISSUE DATE

APRIL 28, 2017

VOLUNTARY PRE-PROPOSAL CONFERENCE

MAY 16, 2017 @ 10:00 AM (VOLUNTARY)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

May 23, 2017

@ 5:00 p.m.

PROPOSAL SUBMISSION DUE DATE AND TIME

JUNE 14, 2017

@ 3:00 p.m. (local time)

CITY CONTACT

Maria Carballeira, CPPB
Procurement Administrator
Department of Procurement
City of Miami
444 SW 2nd Avenue, 6th Floor
Miami, Florida 33130
Phone: (305) 416-1902
Email: mcarb@miamigov.com

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City of Miami

PUBLIC NOTICE

Request for Qualifications (RFQ) No.: 16-17-003

Urban Design, Landscape Architecture and Engineering Services for a Flex Park at Virginia Key

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 June 14, 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 **April 28, 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 and site visit for this solicitation to be held on May 16, 2017 at 10:00 a.m. (Local Time) at 3501 Rickenbacker Causeway, Miami, FL, at the flexible space, adjacent to the Miami Marine Stadium, on Virginia Key. Any Proposer 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 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 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.

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

Daniel J. Alfonso, City Manager

DP No. 11590



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 Planning and Zoning (Department/PZ) is seeking to procure a full range of professional urban design, landscape architecture and engineering services, as described in Section 2.0, Scope of Services. This RFQ is issued pursuant to Section 287.055, Florida Statutes, Consultant's 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 Office of Capital Improvements' (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 and site visit will be held on **May 16, 2017 at 10:00 a.m. (Local Time), at 3501 Rickenbacker Causeway, Miami, FL** at the flexible space, adjacent to the Miami Marine Stadium, on Virginia Key. 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, 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 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, addressed to **Maria Carballeira, CPPB, Procurement Administrator**, City of Miami, Department of Procurement, 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, fax 305-400-5230, e-mail mcarb@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 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, Maria Carballeira, CPPB, Procurement Administrator. Proposer may e-mail or fax 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 May 23, 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 addenda, 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 **Agreement** is provided as **Exhibit 1**, 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 Urban Design, Landscape Architecture and Engineering Services for a Flex Park at Virginia Key. 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)/Subcontractor(s), the following documentation to support the Fee 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.
- Copy of current Notice of Qualification letter from the Florida Department of Transportation.

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 and submit the required documents 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

Proposers should carefully examine the site 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 general or managing partners authorized to bind the firm. 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 is seeking to procure a qualified and experienced professional consulting firm to perform a full range of urban design, landscape architecture and engineering services to create a conceptual plan and schematic design for a world-class waterfront park, herein after referred to as the “Flex Park”, with a historic regional significance at Virginia Key. The overall Project goal is to implement the meaningful vision of, and adhere to, the **Virginia Key Master Plan**, adopted on July 22, 2010, and provided herein as **Exhibit 2**. Through a creative and imaginative design of the flexible public open space, the Proposer shall consider passive recreation, family and public gatherings, green and introspective space for emotional and physical well-being, as well as providing full access to Miami’s pristine waterfront, while supporting opportunities for special event use. The Successful Proposer must understand the interconnectedness of natural resources, parks and open spaces, and focus on sustainable features. A traffic analysis and parking assessment must also be conducted to evaluate existing traffic conditions, and impacts of future park space and special event uses.

The City’s mission and goal is to completely re-energize the Virginia Key area through guided decisions which consider public access and use, historic preservation, parkland use, design integrity, conservation and financial viability. A Flex Park and the surrounding areas present a rare and exciting opportunity for the City to support the revival of a landmark and establish a new cultural center. Leading with the restoration of the Miami Marine Stadium, the City has entered into a contract with R.J. Heisenbottle Architects for architecture and engineering services in the restoration of the bay front historic structure. The City has also issued a request for proposals to revitalize adjacent venues by creating a vibrant recreational marina and restaurant destination, with an ancillary ship’s store facility. Moreover, the City will soon also embark on the competitive process for the selection of a qualified operator to oversee the management of the restored Miami Marine Stadium, and possibly its surrounding areas of City-owned land. Intrinsic to the selection of an operator is the intent to generate independent, guaranteed revenues necessary to sustain the capital costs associated with the production, operation, management and maintenance common with the type and level of a first class public venue/facility such as the Miami Marine Stadium. There is a strong commitment by the City, various community coalitions and residents alike, to successfully advance the future conservancy of all that is the Virginia Key Island.

2.2 Project Description

The Flex Park is located at 3501 Rickenbacker Causeway, Virginia Key, in Miami, Florida, and was originally contemplated as an area for flexible public recreation and special events; a key element of the Flex Park component for the Virginia Key Master Plan. The open space immediately abuts the historic Miami Marine Stadium located to the west, and the Rowing Center to the east. The open space is a 15-acre site along the Marine Basin waterfront, consisting of permeable and impermeable parking surfaces, a historical Marine Stadium gateway feature, and underground utility and drainage segments. The site currently hosts several participant-based events consisting of rowing, paddle boarding, half marathon, triathlon, and dragon boat race competitions; and recently, a major special event, the Miami International Boat Show. Other short



term space programming has also been contemplated for active uses, gathering areas, natural elements and climate enhancements.

2.3 Scope of Services

The Successful Proposer shall provide a full range of urban design, landscape architecture and engineering services to create a conceptual plan and schematic design for a world-class waterfront destination with a regional importance for a flexible public open space. Tasks, responsibility and contents include, but are not limited to: kick-off investigations, studies, professional surveying, location of underground utilities and structures, grading and drainage, review of pertinent plans and context analysis, special event strategy/economic analysis, traffic analysis/parking planning, project management and research, public outreach/community engagement and presentations, consensus building and facilitation, design options, framework planning, demonstration project, civil/site planning, landscape design/space planning, schematic design, and perspective illustrations.

The City anticipates contracting with one (1) qualified firm under one (1) non-exclusive Agreement for this Project.

A. Proposed Team

The Successful Proposer's work shall be directed by Key Staff, as described in the RFQ and PSA, and shall consist of the following disciplines:

- Lead Architect
- Urban Designer
- Environmental Specialist
- Traffic, Civil, Structural, Mechanical, Electrical and Plumbing (MEP) Engineers
- Landscape Architect

B. 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.

2.4 Project Scope of Work

The Flex Park design shall create a world-class waterfront open space that complements the property's environmental and historical setting, and geographical location to stimulate widespread interest in the waterfront property. The design shall improve connectivity between Marine Stadium and other segments of the Park, including the development of a pedestrian baywalk/walkway that will facilitate access to the entire water's edge of the basin, from the Marina to the western tip of the Bill Sadowski Critical Wildlife Preserve. Transportation and parking needs within Virginia Key and the region beyond must be analyzed for future demands on the area. The Flex Park shall promote varied public use of the site from passive to active, in addition to island integration that will enhance the overall public benefit derived from the property in terms of use. The design shall be iconic in nature and create flexible and fluid use of space that anticipates and sustains recurring programming, supporting a full calendar of special events of various sizes, festivals and farmers



market; and interaction with the future restored Miami Marine Stadium. Considerations should be made for the Park's proximity to sensitive environmental elements of Virginia Key. The design shall also address an array of recreational waterfront uses in order to attract increasing and varied segments of the local, regional and visitor population.

To the extent feasible and appropriate, as may be deemed necessary by the City, at the City's sole discretion, the Successful Proposer shall work closely and in a coordinated manner with R.J. Heisenbottle Architects. Understanding that the Flex Park plan design and its public realm, will play a fundamental role in enhancing and supporting the identity of the restored Miami Marine Stadium landmark, is vital. Successful Proposer must be prepared to extensively participate in the community consultation process and workshop presentations to stakeholders, in conjunction with, and in support of, R.J. Heisenbottle Architects' restoration team.

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.**



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 to procure a qualified and experienced urban design, landscape architecture, and engineering services team, 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 architecture or engineering firm for a **minimum of (5) 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 professional experience with comprehensive urban planning, design and engineering services for public Flex Park waterfront projects, as described in Section 2.0, Scope of Services.
3. Have at least one staff or team member who has been licensed and practicing as an architect or engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineer" or Chapter 481, "Architect", as applicable to the named profession, for a **minimum of five (5) years**, who will serve as Project Manager for this Project.

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 adhere to the following mandatory requirement:



- Assign a minimum of fifteen (15%) percent of the comprehensive award value to firms currently 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 STAFF

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Staff shall not be changed. Proposers shall not change any member of their Key Staff 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 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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 (pg. 23). Each section of the Proposal as stipulated in Section 4.1.B (pg. 23), 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 (pg. 23).

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 required City Forms referenced in Sections 4.1.A, (A-E) are available on the OCI website at:

http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/RFP_Forms.asp

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 Cover 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. **Proposal 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 urban planning, design, and environmental systems analysis professional services;
- Provide any membership and accreditation by professional organizations;
- Provide applicable licenses and any other pertinent information; and
- Submit the Proposer's Standard Form (SF) 254 (linked attachment to RFQ) and provide any other documentation which demonstrates their ability to satisfy all of the minimum qualifications requirements. Submittals which do not contain such documentation may be deemed non-responsive.

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 successfully completing public flexible waterfront parks. The firm **MUST** have a minimum of five (5) years of experience and have served as the prime consultant on similar urban design projects for public flexible waterfront parks, on a minimum of three (3) previous occasions. Proposer shall submit urban design projects for public flexible waterfront parks similar in size, scope and complexity; including scope and nature, cost and budget control, quality of work, and compliance with performance schedules and standards. A client contact person, preferably the city or redevelopment project manager, name, title, and telephone number, shall be provided for each project cited.

In addition, provide at least one (1) sample waterfront park design previously completed by Proposer similar in scope to that requested within this RFQ. Discuss whether any proposed Project Team members participated in the creation of the sample waterfront park design. If so, denote the responsibility of each.

Failure to meet the five (5) year minimum experience requirement and submit proof of three (3) urban design, landscape architecture and engineering services for public waterfront park projects shall result in the Proposal being deemed non-responsive.

For each City Form RFQ-PP completed, the Proposer must submit City 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 three (3) 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 identifying the Project Team and Key Personnel must be submitted. Proposer shall also submit:

- Standard Form (SF) 255 (linked attachment to RFQ) for this Project;
- Listing of Project Team by name, race, ethnicity, gender, language(s) spoken, and specific tasks to be performed in this Project;
- Documentation indicating 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); and,
- 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 provided must demonstrate their ability to satisfy all of the minimum requirements.

Section B

1. Qualifications of Project Manager

Proposer shall complete and submit City Form RFQ-PM for this section of its Proposal to provide a comprehensive summary of the Project Manager's experience within the past five (5) 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.

For each City Form RFQ-PM completed, the Proposer must submit City Form RFQ-PM-R for the Project Manager's experience. Proposer shall also provide a one page resume reflecting the Project Manager'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 including public input of desired design elements and objectives;
- Understanding of the Scope of Services and the waterfront Flex Park purpose and goals;
- Description of the Proposer's proposed approach to facilitating the engagement of the City officials, park representatives, Virginia Key Advisory



Board, and community stakeholders in a public process, and its ability to interface successfully with other agencies or firms; and,

- Narrative on how Proposer will effectively and efficiently supervise the proposed Team, and manage engagement in order to conform with City 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:

- Environmental/Sustainable Design - approach to minimizing the daily and long term operational and maintenance cost, including the application of "green design";
- Value Engineering – methodology used in determining material and equipment quality, and maximizing efficiency with design elements;
- Ensuring timely completion of projects/phases;
- Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders;
- 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, sensitivity to the natural environment and historically designated sites and conformance with all applicable code requirements, including the Virginia Key Master Plan; and,
- Prior experience with governmental parks and recreational facilities.

Section D

1. Qualifications of Lead Design Architect

Proposer shall complete and submit City Form RFQ-LA for the Lead Design Architect for this section of its Proposal.

For each RFQ-LA Form completed, the Proposer must submit Form RFQ-LA-R, and the Lead Design Architect's Resume.

2. Qualifications of Urban Designer

Proposer shall complete and submit City Form RFQ-UD for each Urban Designer on the Project Team in this section of its Proposal.

For each RFQ-UD Form completed, the Proposer must submit Form RFQ-LA-R, and a resume for Urban Designer.

3. Qualifications of Environmental Specialist

Proposer shall complete and submit City Form RFQ-ES for the Environmental Specialist listed for this section of its Proposal.

For each RFQ-ES Form completed, the Proposer must submit Form RFQ-ES-R, and the Environmental Specialist's Resume.



4. Qualifications of Traffic Engineer

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

For each RFQ-EE Form, the Proposer must submit Form RFQ-EE-R and the Traffic Engineer's resume.

5. Qualifications of Landscape Architect

Proposer shall complete and submit City Form RFQ-LA for the Landscape Architect for this section of its Proposal.

For each RFQ-LA Form completed, the Proposer must submit Form RFQ-LA-R and the Landscape Architect's Resume.

Section E

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. Exhibit 2 – Virginia Key Master Plan

3. RFQ Proposal Forms (Section 6.0)

Proposer shall sign and submit each RFQ Proposal Form.

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

Section F

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), if applicable

***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 Cover 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 Form
7. RFQ-QT – Qualifications of Proposer’s Team
8. RFQ-WC – Key Personnel, Subconsultants and Proposer’s Current Workload
9. Resumes of Key Personnel
10. Team Organizational Chart

Section B

1. RFQ-PM – Qualifications of Project Manager
2. RFQ-PM-R – Project Manager Reference Form
3. Resume of Project Manager

Section C

1. RFQ-LDA - Qualifications of Lead Design Architect
2. RFQ-LDA-R- Lead Design Architect Reference Form
3. Resume of Lead Design Architect
4. RFQ-UD- Qualifications of Urban Designer
5. RFQ-UD-R – Urban Designer Reference Form
6. Resume of Urban Designer
7. RFQ-ES – Qualifications of Environmental Specialist
8. RFQ-ES-R – Environmental Specialist Reference Form
9. Resume of Environmental Specialist
10. RFQ-EE – Qualifications of Traffic Engineer
11. RFQ-EE-R- Traffic Engineer Reference Form
12. Resume of Traffic Engineer
13. RFQ-LA – Qualifications of Landscape Architect
14. RFQ-LA-R – Landscape Architect Reference Forms
15. Resume of Landscape Architect
16. Workload Capacity for the Proposer’s Current Work load.

Section D

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

Section E

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



Section F

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 Subconsultants, if applicable
6. Notice of Qualifications (FDOT), if applicable



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. 16-17-003

URBAN DESIGN, LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR A FLEX PARK AT VIRGINIA KEY

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	25
Proposer's Project Manager's Qualifications and Experience	10
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. : 16-17-003

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: _____