



City of Miami

REQUEST FOR QUALIFICATIONS

TRANSPORTATION PROGRAM SUPPORT SERVICES

**RFQ NUMBER
15-16-028**

**ISSUE DATE
JULY 6, 2016**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
July 20, 2016
5:00 p.m.**

**RESPONSE SUBMISSION DUE DATE
AUGUST 8, 2016
2:00 p.m.**

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

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City of Miami

PUBLIC NOTICE

CITY OF MIAMI
REQUEST FOR QUALIFICATIONS

Transportation Program Support Services

RFQ NO: 15-16-028

Completed Responses must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 by 2:00 p.m. EST, on Monday, August 8, 2016 (“Response Submission Due Date”). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after Wednesday, July 6, 2016, from the City of Miami, Capital Improvements and Transportation Program (CITP) webpage at:

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

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

Proposers are encouraged to attend the **Voluntary Pre-Proposal Conference**, which will occur on **Monday, July 11, 2016 at 1:00 p.m. EST**, at 444 SW 2nd Avenue, 6th Floor South Conference Room, Miami, FL 33130. All discussion of the requirements of the solicitation will occur at that time.

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

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

Daniel J. Alfonso, City Manager

DP No: 11574



SECTION 1

1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. Invitation

Thank you for your interest in this Request for Qualifications (RFQ). The City of Miami (the City), through its Procurement Department (Department) invites responses (Responses) which offer to provide the services described in Section 2.0: “*Scope of Services*.” This RFQ is being issued pursuant to Section 287.055, Florida Statutes: the Consultants Competitive Negotiation Act (CCNA). All references to Florida Statutes, City of Miami and Miami-Dade County Codes and other laws/regulations will be interpreted to include “as amended from time to time.”

1.2. Agreement Terms and Conditions

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

1.3. Submission of Responses

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

1.4. Pre-Proposal Conference

Proposers are encouraged to attend the Voluntary Pre-Proposal Conference (Conference) to be held at the date, time, and location stipulated in the Public Notice, on Page 2, of this RFQ. While the Conference is voluntary, it is strongly recommended that Proposers attend. The “Cone of Silence” shall be lifted until the Conference has concluded.

1.5. Cone of Silence

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a “Cone of Silence” is imposed upon this RFQ.

Written communications must be in the form of a fax, mail or e-mail to Sade Chaney, City of Miami, Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, Fax 305-400-5335, e-mail schaney@miamigov.com with a copy to the Office of the City Clerk at rcastillo@miamigov.com.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided herein) regarding this RFQ until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFQ shall be cause for rejection of your Response.

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



1.6. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, the specific project title (if applicable) and the number of pages transmitted. **Any request for additional information or clarification must be received in writing no later than 5:00 p.m. EST on Wednesday, July 20, 2016.**

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

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

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

1.7. Award of Agreement(s)

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

Upon award of an Agreement, the Successful Proposer is precluded during the term of the Agreement from entering into any other agreements with the City related to the Transportation Program and/or Capital Program Support Services (CPSS).

1.8. Agreement Execution

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



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

- Current financial statement(s), preferably 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 information resulting from negotiation of the Agreement.
- Copy of current Notice of Qualification letter from the Florida Department of Transportation.

The forms for submission of portions of the information contained above are available on the CITP webpage at: <http://www.miamigov.com/CITP/forms.html>

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

1.9. Unauthorized Work

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

1.10. Submittal Instructions

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

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

1.11. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Due Date. All changes or withdrawals shall be made in writing to the point of contact specified in Article 1.5, Cone of Silence. Oral/Verbal changes, modifications or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.



1.12. Sub-consultant(s)

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

Proposers shall include in their Responses the requested Sub-consultant information and include all relevant information required of the Proposer.

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

Proposers are expressly prohibited from substituting any Sub-consultants contained in the Response. **Proposers shall not change any Sub-consultants without just cause and prior written approval by the City Manager or the Manager's designee, as applicable.** If approved, the City reserves the right to request additional required documentation as specified in the RFQ. If the City does not accept the proposed change(s) the Response will be rejected and not considered for award.

1.13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Department in the manner prescribed in the RFQ Section 1.6. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

1.14. Disqualification

This RFQ requires the use and submission of specific City Forms. In addition, the RFQ requires the submission of additional documents and information. Failure to utilize the City Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered for award.

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

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open claim against a Proposer for monies owed the City at the time of Response submission, will be rejected as non-responsive and shall not be considered for award.



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

The City reserves the right to reject Responses submitted by limited liability corporations.

1.15. Proposer's Expenditures

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Proposer. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response and/or anticipation of a contract award and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.



SECTION 2

2.0. RFQ SCOPE OF SERVICES

2.1. Purpose

The City is seeking to procure the services of a qualified and experienced engineering firm to assist in the programming, management, and administration of planned and unplanned transportation and transit support services. The Successful Proposer and Sub-consultants are required to perform all elements within the Scope of Services identified in the draft Professional Services Agreement (Agreement or PSA), and in accordance with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute §287.055, as amended.

The City currently has a transportation and transit program that is detailed in the Five-Year Capital Plan, exclusive of the transportation component. A copy of the Five-Year Capital Plan is available on the CITP webpage.

The Successful Proposer shall provide Transportation Program Support Services (Services) for the Capital Improvements and Transportation Program (CITP) to assist in the administration and management of the City's comprehensive transportation and transit improvement program. The Services may include but are not limited to, specific management oversight projects, programs, and activities that will encompass planning and design, as well as construction activities. The scope and duration of an individual project, program, or activity may extend over multiple years.

The Successful Proposer shall function as an extension of CITP's resources by providing qualified transportation and transit improvement Program Staff, including technical and professional staff, to perform the duties and responsibilities assigned under the terms of the PSA. Program Staff will work on a full time basis and may, at the sole discretion of the City, work from the City of Miami Riverside Center (MRC) building. Additionally, the Successful Proposer shall supplement City staff by providing qualified technical and professional staff on an "as needed" basis for project or task specific assignments. Staff may work either from the MRC building or from a remote location depending on the needs of CITP.

2.2. Scope of Services

The Successful Proposer will be required to assist and work in conjunction with CITP's staff in various aspects in the management and implementation of the transportation and transit component of the City's Capital Plan.

Services shall include, but are not limited to, large scale traffic development projects as needed, research and preparation of reports, studies, coordination with community organizations, project management, production management, construction administration, design and construction cost estimating, value engineering, scheduling, Geographic Information Systems (GIS) production/management, utility coordination, document control and records management, and administrative and financial program management for the City's comprehensive transportation and transit improvement program. The Services may further include, but are not limited to, planning, programming, field investigations, observations, feasibility studies, and other activities that may be required to complete approved Work-Orders.

The Services shall be for transit and transportation projects, which include the Miami Trolley Project.



The Successful Proposer shall receive work assignments from the CITP Director or designee(s), who shall be identified in writing by the City.

Initial Program Support Staff- Key Personnel

The City anticipates for the Successful Proposer to provide Program Staff on an as-needed basis for both Primary Services and Specialty Services described herein as individual and short term tasks, or long-term and continuing service tasks, including but not limited to, project management for the City's Trolley Project.

A more detailed Scope of Services is contained in Attachment A of the proposed PSA. The City, at its' own discretion, may elect to expand, reduce, or delete the Scope of Services to be provided by the Successful Proposer, where such action does not alter the intent of the PSA. CITP will request the Services and/or personnel on an as-needed basis. There is no guarantee that any or all of the Services described in this RFQ or the resulting Agreement will be assigned during the term of the Agreement. Neither the RFQ nor the Agreement shall establish any entitlement to the receipt of any of the stated Scope of Services. Further, the Successful Proposer is providing these Services on a non-exclusive basis. CITP is at liberty to complete the Services set forth herein or in the Agreement with the support of other consultants or CITP staff.

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



SECTION 3

3.0: RFQ GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the City, is/are in its best interest(s). The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFQ and may, at its discretion, withdraw and/or re-advertise the RFQ.

3.2. Legal Requirements

This RFQ is subject to all applicable federal, state, county, city and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.3. Non-Appropriation of Funds

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

3.4. Business Tax Receipt Requirement

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

3.5. Minimum Qualification Requirements

The City of Miami is seeking qualified transportation and transit support firms, as stipulated in CCNA, Florida Statutes §287.055. Proposers must be licensed, registered, and practicing in the State of Florida for at least the last five (5) years under its current business name.

Additionally, Proposers must have:

1. A minimum of ten (10) years' experience in transportation and transit program support services as outlined in Section 2.2 "Scope of Services", of a similar size, scope and complexity, including, but not limited to, light rail and/or trolley projects of a similar size, scope and complexity as the Miami Trolley Project. The actual named Proposer in the submittal must meet the foregoing experience requirement. Principals employed by the Proposer cannot meet this requirement by having this experience under a different name, person or firm. Proposers must utilize the forms identified in Section 4.1.A. "Contents of the Qualification Statement" to respond to this requirement.



2. A Program Coordinator with a minimum of seven (7) years' experience in providing transportation and transit program support services of a similar size and scope as identified in this RFQ. The Program Coordinator must have served in the capacity of a Program Coordinator on similar projects on three (3) previous occasions. Proposers must utilize the forms identified in Section 4.1.A. "Contents of the Qualification Statement" to respond to this requirement.

Proposers must have a proven track record of successfully completing projects. Failure to meet the above-stated requirements will result in the Proposer's response being rejected as non-responsive. Please see Section 4.0 "Instructions for Submitting a Response: Submission Requirements" for further direction. Additional minimum qualifications may be stated

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

The City may consider a Response as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers must include documentation substantiating such name change or merger as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name.

Failure to include such documentation with the Response may result in a determination that the submission is non-responsive.

3.6. COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION REQUIREMENTS - MANDATORY

Unless precluded by Florida Statutes, Federal laws or regulations or grant requirements, In accordance with Section 18-87, the City of Miami has established mandatory CBE Participation requirements as specified in the City Code. CITP has established procedures to assist proposers in complying with these CBE participation requirements. On the left side of CITP Procurements Opportunities and Forms webpage is a link to a new page called CBE Forms/Reports. That page contains links to required City CBE forms, as well as a forms checklist and a "Frequently Asked Questions" (FAQ) page containing important information.

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

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

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



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

Prospective firms must adhere to the following mandatory requirement:

- Assign a minimum of fifteen percent of the contract value to firms currently certified by Miami-Dade County as a CBE.

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

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

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

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

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

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

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

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

SEC. 18-73 CITY OF MIAMI CODE

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

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve months immediately preceding the date bids or Responses were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the City;



- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve months, been in effect for no less than the twelve months immediately preceding the date bids or Responses were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve months immediately preceding the date bids or Responses were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve months immediately preceding the date bids or Responses were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve months immediately preceding the date bids or Responses were received for the purchase or contract at issue, a current business tax receipt issued by both the City and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve months immediately preceding the date bids or Responses were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the City or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or Response to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or Response. .

3.7. PUBLIC ENTITY CRIMES

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

3.8. RESOLUTION OF PROTESTS

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 through 18-107 of the City Code (Article III, Chapter 18, City Code City of Miami -



Procurement Ordinance,) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THESE REQUIREMENTS.**

3.9. REVIEW OF RESPONSES FOR RESPONSIVENESS

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

3.10. COLLUSION

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

3.11. CLARIFICATIONS

The City reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.12. KEY PERSONNEL

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

3.13. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/ Proposer's authorized signature affixed to the bidder's/ Proposer's acknowledgment form attests to this Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this Agreement.



SECTION 4

4.0: INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

4.1. SUBMISSION REQUIREMENTS

Each Response must contain the following documents and forms required by Sections 4.1A-E, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1A-E. Each section of the Response as stipulated in 4.1A-E shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

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

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

A. Contents of Qualifications Statement:

All Forms referenced in Sections 4.1A-E are required (if applicable).

Section A

1. Table of Contents

The table of contents should follow in sequential order the Sections and documents specified in Section 4.1A-E, including enclosures. All pages of the Response must be consecutively numbered and correspond to the Table of Contents.



2. Proposal Letter

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

3. Narrative

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

4. Qualifications of the Proposer

Proposer shall indicate number of years' experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers shall include an organizational chart. Proposers must disclose, in detail, any and all judgments, suits, claims, arbitrations and back charges asserted or awarded against the Proposer or any proposed sub-consultant in the past seven (7) years where the threshold exceeded \$100,000. Responses which do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Response. Proposer shall submit a spreadsheet identifying each employee and/or owner of the company, together with their title, years of experience and years employed in current title (Employee Matrix). Proposer shall provide its current work-load for the next six months and available staffing plan.

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

5. Qualifications of the Proposer's Team

Proposer shall base their Response on the anticipated levels of staffing identified in Section 2.2 of this RFQ and the Scope of Services contained in Attachment "A" of the proposed PSA. Proposer shall list all Sub-Consultants and Key Personnel, including a one page resume describing education, experience, licenses and any other pertinent information to this RFQ. The following sections identify specific details the Proposer must address within their Response:

Sub-Section A:

Sub-Section A shall address Key Program Staff requirements and any other off-site support personnel for Key Program Staff. The roles and responsibilities for each team member are to be identified and must include an explanation of how their prior experience makes them best suited for their position. Attention should be given to maximizing management and staffing efficiencies. For any off-site support personnel submitted, office location(s) must be identified. Overhead support personnel should not be reflected. Workload capacity shall reflect the availability of all Key Program Staff from the issuance of a notice of award.



Proposers shall complete and submit Form RFQ-QT for this section of its Response. Workload capacity, Form RFQ-WC, shall be completed for all Key Personnel identified in Form RFQ-QT.

Sub-Section B:

Proposer shall identify area(s) of expertise the Proposer's Team can provide as supplemental services for the Transportation Program. Proposer shall identify the area(s) of expertise, including the Sub-consultants and Key Personnel who shall provide said supplemental services. Examples of supplemental services include environmental remediation, marine/coastal construction, and information technology expertise in the development and enhancement of project management software programs, etc.

6. Team Organizational Chart

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

7. Proposer's Project Experience

Proposer shall complete and submit Form RFQ-PP for this section of its Response to provide a comprehensive summary of the Proposer's experience in transportation and transit program support services. The firm **MUST** have a minimum of ten (10) years of experience and served as lead on similar projects on a minimum of three (3) previous occasions. Proposer shall submit projects of similar size, scope and complexity, including; client name, address, phone number, description of work, and the year the project was completed. **Failure to meet the ten (10) year minimum experience requirement shall result in a non-responsive determination for the Response.**

For each Form RFQ-PP, the Proposer must submit Form RFQ-PP-R for the Proposer's Project Experience. Form RFQ-PP-R must be completed and signed by the Program/Project Owner's representative. List no more than five (5) projects.

Section B

8. Management Plan

Proposal shall provide a detailed explanation of the Proposer's understanding of the City's requirements and key program issues, and identify the process and methodology to be utilized to best meet the needs of the City, including:

- i. proposed strategies utilized to assist the City in meeting the short and long term requirements of CITP;
- ii. protocols and procedures regarding communication and coordination among the TPSS Team, CITP, other consultants, contractors, and additional related parties;
- iii. protocols and procedures regarding the management of schedules and financial expenditures under the Capital Plan, including any time limits imposed for spend-down of funds;
- iv. work flow management including efficiencies in the use of manpower.



Section C

9. Qualifications of Project Coordinator

Proposer shall complete and submit Form RFQ-PC for this section of its Response to provide a comprehensive summary of the Program Coordinator's experience within the past seven (7) years, including a list of projects of similar size, scope and complexity. Failure to meet the stipulated minimum requirements will result in the proposal being deemed non-responsive. List no more than three (3) projects.

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

Section D

10. PSA or Agreement Provisions (Exhibit "B")

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the City in Microsoft Word format with comments reflected by "red-lining" the original document utilizing the tracking feature. The Microsoft Word document must be included in the Response in both printed format and electronically on a CD-ROM or USB Drive. The City will only consider the identified comments and exceptions during negotiations. Where a Response is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement. If the Proposer has no comments, a statement to that effect shall be included in the Response in this section. As noted certain sections of the 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.

11. RFQ Response Forms (Section 6.0)

Sign and return each RFQ Response Form for the Proposer.

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

Section E

- 13.** Letter of Agreement(s) (LOA)
- 14.** Form C-1 List of Sub-consultants*
- 15.** Certificate of Compliance
- 16.** Business Tax Receipt
- 17.** Copies of CBE certification for Prime (if applicable)
- 18.** Notice of Qualifications (FDOT)



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

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



B. Response Submission Format:

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

Section A

1. Table of Contents
2. RFQ-PL – Proposal Letter
3. RFQ-N – Proposal Narrative
4. RFQ-QP – Qualifications of Proposer
5. Proposer Organizational Chart
6. Employee Matrix
7. Staffing Plan
8. RFQ-QT – Qualifications of Proposer’s Team
9. RFQ-WC – Workload Capacity
10. Resumes of Key Personnel
11. Team Organizational Chart
12. RFQ-PP- Proposer’s Project Experience
13. RFQ-PP-R – Proposer’s Reference Forms

Section B

1. Management Plan

Section C

1. RFQ-PC – Qualifications of Project Coordinator
2. RFQ-PC-R – Program Coordinator Reference
3. Resume of Program Coordinator
4. Form RFQ-WC - Workload Capacity for Program Coordinator

Section D

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

Section E

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



4.2. Response Submission

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

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

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

RFQ No. 15-16-028

Transportation Program Support Services

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

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

SUBMITTAL GUIDELINES

1. General

Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ. Sub-consultants, business entity, or Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Sub-Consultant on another Response submitted under this RFQ.

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

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



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

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

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



SECTION 5

5.0: INFORMAL EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

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



when required by the City's Procurement Code, approve the recommendation of the Committee and the award of the Agreement(s). Where Procurement is not able to successfully negotiate an Agreement with the top ranked Proposer(s) Procurement will recommend to the City Manager that such negotiations be terminated and that Procurement enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.

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

B. Evaluation Criteria

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

- | | |
|---|-------------------|
| ➤ Proposer's Experience and Qualifications | Maximum 25 points |
| ➤ Proposer's Team Experience | Maximum 25 points |
| ➤ Management Plan | Maximum 25 points |
| ➤ Experience of Program Coordinator | Maximum 15 points |
| ➤ Quality and Thoroughness of Submission(including all requirements of the RFQ) | Maximum 10 points |

C. Five Bonus Points – CBE Participation

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



SECTION 6

6.0 RFQ RESPONSE FORMS

6.1. RFQ INFORMATION AND ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFQ; its response thereto, including without limitation 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.: 15-16-028

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

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



6.2.1

**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 Response dated, _____, 20____, to the City of Miami and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

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

Secretary: _____

(SEAL)

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



6.2.2

**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 Response dated, _____ 20 _____, to the City of Miami and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

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

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

Secretary: _____

(SEAL)

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



6.2.3

**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 Response dated, _____ 20____, to
the City of Miami official act and deed of this Joint Venture."

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

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

Secretary: _____

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



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 Response dated,
_____ 20_____, to the City of Miami official act and deed of this Limited Liability
Corporation."

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

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

Secretary: _____

(SEAL)

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



6.2.5

**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 Response dated, _____, 20____, to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

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

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

NOTARY PUBLIC: _____
Commission No.: _____
I personally know the individual/do not know the individual (Please Circle)
Driver's License # _____

(SEAL)

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



6.3. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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



(c) Certification:

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

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

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____



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

- I, _____ **hereby certify that:**
- i) I _____ am the (President/Secretary or Principal) of _____ **(Respondent Firm);**
 - ii) I have read Sections 18-87 and 18-89 of the City of Miami Procurement Code;
 - iii) **(Respondent Firm)** _____ hereby acknowledges that the awarded contract has an on-site labor component greater than or equal to twenty-five percent (25%), and therefore agrees to assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Small Business Enterprise (“CSBE”);

OR

- iv) **(Respondent Firm)** _____ hereby is certified by Miami-Dade County as a CSBE firm and will self-perform to meet the minimum fifteen percent (15%) CSBE requirement. An active copy of the respondent’s CSBE certification must be included in the bid document.
- v) **(Respondent Firm)** _____ hereby agrees to comply with Local Workforce Participation Requirements stated in Section 18-89 of the City of Miami Procurement Code.
- vi) **OPTIONAL:**
- vii) **(Respondent Firm)** _____ hereby agrees to make assignments pursuant to item (iii), above, to certified CSBE firms who maintain a “Local Office,” as defined in City Code Section 18-73;

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

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Certificate of Compliance with Section 18-89 of the City of Miami Procurement Code on behalf of Respondent Firm named therein in favor of the City.

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

Bonded by: _____ Notary Public, State of Florida at Large



Form A

Information for Determining Joint Venture Eligibility

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

(a) Financial decisions: _____

(b) Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____



(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject Contract, there is any significant change in the information submitted, the Joint Venture must inform the 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: _____