



City of Miami

REQUEST FOR QUALIFICATIONS

GEOTECHNICAL & CONSTRUCTION MATERIAL TESTING SERVICES FOR MISCELLANEOUS PROJECTS

**RFQ NUMBER
08-09-069**

ISSUE DATE
November 2, 2009

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
November 17, 2009

RESPONSE SUBMISSION DATE
November 23, 2009
2:00 PM

CONTACT
Mayren Franco
Capital Improvements Program
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, Florida 33130
Fax: 305-416-2153
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TABLE OF CONTENTS

Public Notice.....Pg. 2

SECTION 1

Introduction to Request for Qualifications (RFQ).....Pg. 3

SECTION 2

RFQ Scope of ServicesPg. 8

SECTION 3

RFQ General ConditionsPg. 12

SECTION 4

Instructions for Submitting a Response.....Pg. 15

SECTION 5

Evaluation and Selection Process..... Pg. 20

SECTION 6

RFQ Response Forms.....Pg. 23



City of Miami

PUBLIC NOTICE

CITY OF MIAMI
REQUEST FOR QUALIFICATIONS

**Geotechnical & Construction Material
Testing Services for Miscellaneous Projects**

RFQ NO: 08-09-069

Completed Responses must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 2:00 PM, on Monday, November 23, 2009** ("Response Submission 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 **November 2, 2009**, from the City of Miami, Capital Improvements Program (CIP) webpage at www.miamigov.com/capitalimprovements. It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the CIP webpage for updates and the issuance of addenda.

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

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

Pedro G. Hernandez, City Manager

DP No. 009052



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 Capital Improvements Program (“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 Florida Statute 287.055: “the Consultants’ Competitive Negotiation Act.”

1.2. Agreement Terms and Conditions

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

1.3. Submission of Responses

Sealed written Responses must be received by the City of Miami, City Clerk’s Office, no later than the date, time and at the location indicated in the Public Notice and on the cover of this RFQ in order to be responsive. Faxed documents are not acceptable. One (1) original and seven (7) copies plus one (1) copy in digital form (on CD-ROM in .pdf format), of your Response and sets of Response forms must be returned to the City or your Response may be disqualified.

1.4. Cone of Silence

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

Written communications may be in the form of fax, mail or e-mail to Mayren Franco at 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130, Fax 305-416-2153, e-mail mfranco@miamigov.com with a copy to the Office of the City Clerk at marcia@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 Proposal.

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



1.5. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Code of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM on Tuesday, November 17, 2009.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should 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, Capital Improvements Program's webpage, where all addenda will be posted. The webpage is located at <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities>.

1.6 Award of an Agreement

An Agreement may be awarded to the Successful Proposer for the project by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. 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 interests. The award and execution of the Agreement shall comply with the Consultants' Competitive Negotiation Act, Florida Statute §287.055, as amended, codified in the City of Miami Code as Section §18-87.

1.7 Agreement Execution

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for Miscellaneous Architectural Services. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only clarification requests and comments and proposed revisions included within the 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, and the Sub-consultant(s) any or all of the following documentation to support the Price Proposal as a condition precedent to execution of an Agreement.

- Current financial statement(s), preferably an audited financial statement(s) for the most recently completed fiscal year clearly



showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.

- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.

The forms for submission of portions of the information contained above are available on the CIP webpage, <http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/Work%20Order%20Forms.asp>. Where the City does not provide specific forms to be utilized the Proposer shall provide the information in a format acceptable to the City.

1.8 Unauthorized Work

The Successful Proposer(s) 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. Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

1.9. Submittal Instructions

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

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

1.10. Changes/Alterations

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

1.11. Sub-consultant(s)

A Sub-consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-consultant shall be paid through Proposer or Proposer's firm and not paid directly by the City. Sub-consultants are allowed by the City in the performance of the services delineated within this RFQ. Proposer must clearly reflect in its Response the major Sub-consultants to be utilized in the performance of required services. The City retains the right to accept or



reject any Sub-consultant proposed in the Response of Successful Proposer(s) 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(s) 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(s) 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.

Proposers are expressly prohibited from substituting Sub-consultant contained in the Response. Such substitution, for any reason, after receipt of the Response, and prior to award by the City, shall result in disqualification of the Response from further consideration for award.

1.12. Discrepancies, Errors, and Omissions

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

1.13. Disqualification

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

The City reserves the right to disqualify Responses before or after the submission 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 Proposal 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 County reserves the right to reject SOQ's submitted by limited liability corporations.



1.14. Proposer's Expenditures

Proposers 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 Proposers. 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(s) 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 a qualified and experienced firm to provide Geotechnical and Construction Material Testing Services for Miscellaneous Projects citywide.

The Proposer must be able to perform every element of the scope of services as outlined below and in Attachment A of the proposed Agreement.

2.2 SCOPE OF SERVICES

The Services will be provided on an on-going as needed basis.

Further details concerning the Scope of Services are contained in the Agreement included as part of this RFQ.

2.3 SUBMITTALS

The Consultant shall submit to the City five (5) signed and sealed reports of all geotechnical work performed as required by the scope of work, as well as all field books, laboratory tests, data evaluation, and engineering analysis certified by the engineer in charge. In addition, the Consultant shall submit to the City electronic files of all of the information gathered to produce such reports.

2.4 GEOTECHNICAL SERVICES

The Consultant shall perform geotechnical services citywide as needed. Any geotechnical services conducted on streets must meet FDOT standards.

2.5 MATERIALS SAMPLING, TESTING, AND REPORTING

The Consultant shall provide the City with personnel that are qualified, trained and thoroughly familiar with the City's rules, policies, and procedures in inspection, sampling, testing, and reporting in the following areas:

- Bituminous Construction Materials
- Sand, Coarse Aggregate, Limerock and Cemented Coquina Mine Inspection
- Base, Sub-grade and Embankment Materials
- Pavement Marking Materials



- Portland Cement Concrete
- Precast Concrete Products
- Pre-stressed Concrete Products
- Drilled Shaft Inspection
- Non-Destructive Testing (NDT)
- Laboratory Information Management System (LIMS) Data Entry
- Pavement Coring Reporting (PCR) Data Entry
- Consultant Contract Project Management
- Construction Materials Investigations, Special Studies & Projects
- Miscellaneous Construction Related Activities
- Materials Inspection and Testing Related Maintenance Activities
- GIS Data Input
- CWI Welding Inspection
- Asphalt Concrete Inspection/Evaluation

The Consultant shall provide (when required) qualified and experienced technicians in the following:

- Aggregate Field Testing
- Concrete Field Technician Level II
- Field Density Testing
- Aggregate Laboratory Testing
- Concrete Laboratory Technician
- Qualified Sampler
- LBR Technician
- Certified Welding Inspectors (CWI)
- Aggregate Chemical Analyst
- Asphalt Paving
- Asphalt Plant
- CTCI -Concrete Transportation Construction Inspections
- ATSSA Certified Pavement Marking



- Pre-stress Inspector Technician
- Drilled Shaft Inspector
- Pile Driving Inspector
- IMSA Traffic Signal Level II

2.6 LABORATORY SERVICES

The Consultant shall have a capable materials laboratory. The Consultant laboratory shall have a Quality Control Program that includes provisions for checking test equipment and lab personnel proficiency. The laboratory must keep records of calibration checks.

2.7 ROADWAY REPORTS

Roadway reports shall include, but not be limited to:

- Copies of SCS and USGS maps with project limits.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to the current Standard Indices.
- Estimated seasonal high and/or low groundwater levels, and review with respect to proposed pavement grades.
- Recommend type of geosynthetic and A.O.S. for various applications.
- The Design LBR results from the 90% and mean methods.
- Permeability/infiltration parameters for water retention areas/exfiltration trenches/swales.
- A description of the site and subsoil conditions, design recommendations and a discussion of any special considerations (i.e., removal of unsuitable material, recompression of weak soils, estimated settlement time/amount, groundwater control etc.).
- An appendix which contains stratified soil boring profiles, laboratory test data sheets, Design LBR calculations/graphs, and any other pertinent information.

In addition to the roadway report, the Consultant will also provide stratified boring profiles to the Designer and review the entire set of plans for completeness before each submittal as requested by the Department. The Consultant shall assist the Designer with detailing limits on the cross-sections of subsoil excavation. Up to four draft roadway reports shall be submitted to the District Geotechnical Engineer



for each review prior to incorporation of the Consultant's recommendations in the project design.

2.8 PERMITS

The consultant is responsible for obtaining and maintaining all required City of Miami and any Miami Dade County Public Works permits, including but not limited to, MOT, excavations, etc. Additionally, if required, the consultant shall be responsible for all special events permits from the City of Miami and Miami Dade County Police Departments.



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 in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s), or Agreement upon written notice to the Consultant, 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 any firm(s).

3.4 Occupational License Requirement

Proposer(s) shall meet the City's Occupational License requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended. Proposer(s) with a business location outside the City of Miami shall meet the applicable local Occupational License requirements. A copy of the license should be submitted with the Response. The City may, at its sole option allow the Proposer to submit a copy of the Occupational Licenses after the Response Submission Date.

3.5 Minimum Qualification Requirements

The Proposer(s) shall have a minimum of five (5) years experience under its current business name providing the required professional services as stipulated in Florida Statute 287.055 (CCNA).

The City will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change 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 will result in a determination of non-responsiveness. The Proposer must have a proven record of successfully completing projects.

Proposer must comply with all certification and/or licensing requirements required for testing services including handling of radioactive material. All sampling and testing must comply with lab technical standards, including but not limited to ASTM standards.

A minimum of three (3) references from Owner's of the project(s) of a similar, size, scope, and complexity are to be included in the Response. The Proposer must utilize Form RFQ-PP-R for these references and the form must be signed by the Owner of the project. Failure to submit the reference forms may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFQ must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. 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.

3.6 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 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 Bidder / Proposer list.

3.7 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 (Ordinance No. 12271- 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.**

3.8 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 the RFQ, is of timely submission, and has appropriate signatures/attachments as required on each document.



3.9 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.

3.10 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.

3.11 Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement, Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.



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 form required by Sections 4.1 A&B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1C. Each section of the Response as stipulated in 4.1C 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 and not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 4.1 C.

A. CONTENTS OF QUALIFICATION STATEMENT:

1. Proposal Letter

Proposer shall complete and submit Form RFQ-PL for this section of the Response.

2. 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.

4. Qualifications of Proposer

Proposer shall complete and submit Form RFQ-QP (GT) for this section of its Response.

5. Qualifications of the Proposer's Laboratory Service



Proposer shall submit all licenses and certifications, including but not limited to professional licenses, business licenses, occupational licenses, and certifications.

6. Project Experience Past Five (5) Years:

Proposer shall complete and submit Form RFQ-PP (GT) for this section of its Response. Separate forms must be submitted for each Project submitted.

Proposer must also submit Form RFQ-PP-R (GT) for each Form RFQ-PP submitted. Proposers are only to submit the stipulated number of prior project, which must be of a similar size, scope and complexity.

7. Agreement Provisions

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. **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.**

8. Acknowledgment of Addenda and Proposer Information Forms

B. Response Submission Format

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.

Section A

The following documents shall be included in the order listed.

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. RFQ – QP (GT) – Qualifications of Proposer
4. Qualifications of Laboratory Service

Section B

1. RFQ-PP (GT) – Proposer’s Project Experience
2. RFQ-PP-R (GT)– Proposer’s Reference Forms

Section C (if applicable)

1. Agreement Provisions
2. Addenda and Proposer Form



3. Form A – Joint Venture

4.2. Response Submission

One (1) original and seven (7) bound copies, plus one digital copy (in .pdf file format), of your complete response to this RFQ must be delivered to:

**Ms. Priscilla A. Thompson, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133**

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

RFQ No. 08-09-069

**Geotechnical & Construction Material
Testing Services for Miscellaneous Projects**

Responses received at any other location than the aforementioned or after the Response Submission 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.

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) 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 requirement 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 Vendor Registration Section at (305) 416-1913. Proposers may be registered as a Bidder/Vendor prior to submitting its Response. Proposers that do not comply with this requirement will result in the rescission of the recommendation for award and the RFQ being rejected. It is the sole responsibility of the Proposer(s) to insure that they are properly registered with the City.



SECTION 5

5.0 EVALUATION/SELECTION PROCESS

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 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 Selection Committee certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Selection 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 (3) 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 Selection Committee forwards its recommendation to the City Manager, listing the Proposers in rank order.
8. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation and authorize CIP to enter into negotiations with the top ranked firm, request that the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation. Upon approval of the Committee's recommendation the Proposers will be listed in rank order on the CIP webpage, <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.
9. Upon successful negotiation of an Agreement, CIP will forward the recommended Agreement to the City Manager for approval and the City Manager upon acceptance of the negotiated Agreement will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Selection Committee and the award of the Agreement. Where CIP is not able to successfully negotiate an Agreement with the top ranked Proposer(s) CIP will recommend to the City Manager that such negotiations be terminated



and that CIP 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.

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: _____

(SEAL)

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

6.2.4

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

(SEAL)

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

6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) 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: _____

Signature: _____

Date: _____

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