



City of Miami

REQUEST FOR QUALIFICATIONS

DESIGN-BUILD SERVICES FOR THE DESIGN AND CONSTRUCTION OF GIBSON PARK STEP 2 – SELECTION OF DESIGN-BUILD FIRM OR TEAM

2ND SOLICITATION

**RFQ NUMBER
07-08-23**

ISSUE DATE

February 27, 2009

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

March 20, 2009

RESPONSE SUBMISSION DATE AND TIME

March 30, 2009 at 2:00 PM

CONTACT

Department of Capital Improvements Program
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, Florida 33130
Fax: 305-416-2153
Attention: Cecelia Wilson
Email: cwilson@miamigov.com



City of Miami

TABLE OF CONTENTS

FACT SHEET

SECTION 1

INTRODUCTION TO REQUEST FOR QUALIFICATIONS (RFQ).....3

SECTION 2

RFQ SCOPE OF SERVICES6

SECTION 3

RFQ GENERAL CONDITIONS6

SECTION 4

INSTRUCTIONS FOR SUBMITTING A RESPONSE9

SECTION 5

EVALUATION AND SELECTION PROCESS.....

SECTION 6

RFQ RESPONSE FORMS.....16



City of Miami

NOTICE TO PREQUALIFIED FIRMS

CITY OF MIAMI
REQUEST FOR DESIGN-BUILD SERVICES FOR THE DESIGN AND
CONSTRUCTION OF GIBSON PARK B-30305B

2nd Solicitation

STEP 2- SELECTION OF DESIGN-BUILD FIRM OR TEAM

RFQ NO: 07-08-023

Completed Responses, including technical and price, 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, March 30, 2009 (“Proposal 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, **February 27, 2009**, from the City of Miami Department of Capital Improvements Program (CIP), from the City of Miami webpage at: www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp.

Any addendum issued for this RFQ will only be available through the webpage. It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firm periodically check the CIP webpage for updates and the issuance of addenda.

Step 2 of this RFQ is only open to those firms that were pre-qualified (short-listed) under Step 1 of this RFQ.

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, and/or 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



City of Miami

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.*”

1.2. 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 must be returned to the City or your Response may be disqualified.

1.3. 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 Cecelia Wilson, at 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130. Fax 305-416-2153, e-mail cwilson@miamigov.com with a copy to the Office of the City Clerk at tchircut@miamigov.com.

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

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided above) 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.

1.4. 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 1.3 Cone 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 P.M. on Friday, March 20, 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



City of Miami

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 receipt of all addenda. Prior to submitting the Response, the Proposer should check the City of Miami, Department of Capital Improvements' Program webpage, where all addenda will be posted. The website is located at

1.5. RFQ Step 2 – Selection of Design-Build Firm or Team

This is the second step of a two-step competitive sealed Proposal process to obtain design-build services. In Step One, the Evaluation Committee reviewed and evaluated all responsive Responses submitted in reply to Step 1 of the RFQ, using the evaluation criteria listed in the Step One RFQ and developed a short list of the most qualified firms. Scores awarded by the Evaluation Committee for the Step One RFQ shall not be included in the scoring for Step 2.

Only those firms Short-Listed by the Evaluation Committee as a result of Step One have been invited to submit both a (1) Technical Response and a (2) Price Response based upon the design criteria set forth in the attached design criteria package (Exhibit A).

1.6. Price Proposal

The Price response will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Proposals.

The City of Miami reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the City.

1.7 Proposal Bond

A Proposal bond equal to ten percent (10%) of the price proposal, inclusive of design & construction, shall be submitted with the Step 2 Response. A Payment and Performance bond are a requirement of the Agreement. The awarded Design-Builder shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of design fees, as a condition precedent to Agreement execution by the County. Further details on the Proposal Bond, and the Performance/Payment bonds are included in the attached (Exhibit B), which provisions are incorporated into and made a part of this RFQ. Failure to comply with these provisions will result in the forfeiture of the Proposal Bond. No plea of a mistake in the Response or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of its Proposal security or as a defense to any action.

1.8 Award of a Contract

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



City of Miami

herein. The Contract is attached hereto as Exhibit B and it is hereby incorporated into and made a part of this RFQ. The City reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the City's best interests. The award and execution of a Contract shall comply with the Consultants' Competitive Negotiation Act, Florida Statute 287.055, codified in the City of Miami Code as Section: 18-87. The City does not represent that any award.

1.9 Contract Execution

By submitting a Response, the Proposers agree to be bound to and execute the Contract for Design-Build Services for the Design and Construction of Gibson Park Renovations without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. The Proposer may not take any exceptions to the Contract. Should the Proposer submit any proposed revisions or changes to the Contract the Proposer may be deemed non-responsive. None of the foregoing shall preclude the City from seeking to negotiate changes to the Contract during the negotiation process.

1.10 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.

1.11. 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.

1.12. 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 1.3, Cone of Silence. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

1.13. Subconsultant(s)

A Subconsultant is an individual or firm contracted by the Proposer to assist in the performance of services required under this RFQ. A Subconsultant shall be paid through Proposer and not



City of Miami

paid directly by the City. Subconsultants are allowed by the City in the performance of the services delineated within this RFQ. Proposer must clearly reflect in its Response the major Subconsultants to be utilized in the performance of required services. The City retains the right to accept or reject any Subconsultant proposed in the Response of Successful Proposer(s) or proposed prior to Agreement execution. Any and all liabilities regarding the use of a Subconsultant shall be borne solely by the Successful Proposer(s) and insurance for each Subconsultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Subconsultants are considered to be employees or agents of the City. Failure to list all major Subconsultants and provide the required information may disqualify any proposed Subconsultants from performing work under this RFQ.

Proposers shall include in their Responses the requested Subconsultant information and include all relevant information required of the RFQ.

1.14 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 RFQ Section 1.4. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

1.15. Disqualification

This RFQ requires the use and submission of specific City Forms which are available on the CIP website. 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.

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 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.

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.



City of Miami

1.16. 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 in response 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.

1.17 Inspection of Site

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

1.18 Agreement Terms and Conditions

Proposer by submission of its response agrees to the terms and conditions contained in **Attachment B**. Responses that are conditioned to additions, deletions or revisions to the Agreement terms and conditions will be rejected as non-responsive.

1.19 Execution of Proposal

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Response as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Proposer understands that by submitting this RFQ does not constitute an agreement or contract with the Proposer.



City of Miami

SECTION 2

2.0: RFQ SCOPE OF SERVICES

2.1. Purpose

The City of Miami is seeking to procure a qualified and experienced design-build team for the purposes of design and construction of renovations to Gibson Park. Gibson Park is located at 401 NW 12th Street, Miami, Florida

2.2. Project Services

Consultant shall provide all design and construction and related services necessary for the design and construction of the Project.

2.3. Project Scope of Work

The Proposer to whom the Agreement is awarded will be responsible for creation of the design and construction of the Project, based on the criteria contained in the Design Criteria Package.

2.4 LEED Certification

“The intent is to create a design that promotes environmental quality, economic vitality and creates an environment that provides the highest level possible of operational efficiency. This should be accomplished through energy, water, and materials efficiency that provides a healthy, productive and comfortable park environment with long-term benefits.

The Design Criteria Professional (DCP) will incorporate the requirements for the Project to obtain a LEED Silver rating. The requirements are to be based on the Federal Leadership in High Performance and Sustainable Buildings Memorandum of Understanding’s five Guiding Principles, which are:

- I. Employing integrated design;
- II. Optimizing energy performance;
- III. Protecting and conserving water;
- IV. Enhancing indoor environmental quality; and
- V. Reducing the environmental impact of materials.”

The Project Team shall include one Key Personnel of the Proposer or Subconsultant who shall perform the responsibilities of the Commissioning Authority.



City of Miami

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 that, in the opinion of the City, is in its best interest. 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 Agreements 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. Minimum Qualification Requirements

Step 2 of the RFQ is only open to those firms that were Short-Listed from Step 1 of the RFQ. Any Responses received that alters the relationship of the Proposer and their prime Consultant identified in Step 1 will result in the rejection of the Response submitted for Step 2 of the RFQ.

Any Responses received from firms that were not Short-Listed will be deemed non-responsive and will not be considered under Step 2.

3.5. 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 107 of the City's Ordinance No. 12271 (the City of Miami



City of Miami

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

3.6. 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 timely submitted, and has appropriate authorized signatures/attachments as required on each document.

3.7. 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.

3.8 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.

3.9 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.

One of the Key Personnel of the Project Team shall be identified as the LEED Accredited Professional (LEED-AP) for this Project.

The Project Manager and the Construction Manager must be different individuals and the Project and Construction Manager must both be employed by the Proposer .



City of Miami

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 Response 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. TECHNICAL PROPOSAL:

The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements set forth in the Design Criteria Package and the requirements of the Agreement; and how it intends to administer, coordinate, and complete all requirements of the design-build Project with special emphasis on design quality control and construction quality assurance. The Proposer should demonstrate how it will implement the requirements and provisions of the design criteria package and other stated Agreement requirements pursuant to the intended design-build Agreement and include in the appropriate sections of the Technical Proposal stipulated below. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals.



City of Miami

The Table of Contents of the Response should outline in sequential order the major areas of the Response, including enclosures. All pages of the Response must be consecutively numbered and correspond to the Table of Contents.

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.

3. Qualifications of the Team

Firm shall complete and submit Form RFQ-QT for this section of its Response.

4. Qualifications of Project and Construction Managers

- Firm shall complete and submit Form(s) RFQ-PM for the Project Manager and Form(s) RFQ-CM for the Construction Manager for this section of its Response.
- Proposer shall submit the a 1 page resume for each position, which reflects their relevant expertise & experience.
- Proposer shall submit Form RFQ-PM-R for each Form RFQ-PM submitted and Form RFQ-CM-R for each Form RFQ-CM submitted.

5. Design and Construction Approach and Process

Firm shall complete and submit Form RFQ-DAP for this section of its Response. Proposers shall demonstrate how the requirements and provisions of the Design Criteria Package will be implemented with requirements pursuant to the intended design-build Agreement. The Proposers shall demonstrate knowledge of the project objectives/goals and existing field conditions, identify potential design and construction/build issues, approach to minimizing any disruptions to the existing Park operations, and present a comprehensive plan for completing the specified work in accordance with the Design Criteria Package. The Response should demonstrate efficient use of manpower, materials, equipment, design methodology, construction methodology, and techniques for completing the project efficiently within the constraints outlined in the Design Criteria Package and of the attached Agreement.

Detail the Proposer's understanding and approach to the concept of green design and construction. The team must have embedded in their firm's philosophy a design approach and demonstrated practice of "Sustainable Development" that seeks to



City of Miami

enhance both the environmental quality and long-term operational efficiency of their design products.

6. **Project Schedule**

The Proposers shall demonstrate adequacy of their proposed project schedule. Identify the “Critical Path” and any “Long Lead Time” items. The schedule shall reflect 14 days for each City review. Schedule shall be no more than 8 1/2” X 14” page.

Based on the proposed project schedule provide a project spend down curve. The spend down curve shall be no than 8 1/2” X 14” page.

7. **Technical Capabilities**

Firm shall complete and submit Form RFQ-T for this section of its Response. Provide a comprehensive explanation of the Project Team’s technical capabilities in the following areas:

- **Sustainable design** – Proposer must describe its design and construction approaches to minimizing the daily and long term operational and maintenance costs for the Parks Department. Detail the Proposer’s view as the most cost-effective combination of options in each LEED’s Category that should be employed to achieve the desired rating for this type of Project.
- **Value Engineering** - Describe approach to reducing overall project costs and minimizing project schedule used in determining the Proposer’s Price Proposal. Describe the operational, material quality, technical and/or cost benefit to incorporating value engineered items.
- **Quality control & assurance** - (Design and Construction): Document the policies and procedures for quality control and assurance as it specifically relates to the Design Criteria Package. Describe other management procedures to ensure that the design and construction complies with the design criteria, permitting agencies, profession/industry standards, and any other pertinent requirements.
- **Coordination** - Address processes for assuring proper coordination is maintained at all times during the project. As a minimum, the coordination plan shall include coordination with:
 - Miami-Dade County Department of Environmental Resource Management (if required)
 - Miami-Dade County Water & Sewer Department
 - City of Miami Building Division
 - Utility Owners
 - Sub-consultants/Supplier
 - Adjacent Property Owners



City of Miami

- Others

8. **Small Business and Local Workforce Participation** –

Firm shall complete and submit Form RFQ-SB for this section of its Response. Address process for maximizing the use of certified small businesses within the City's Community Redevelopment (CRA) Boundaries and the use of local workforce in compliance with Section 18-110, First Source Hiring Agreements. The requirement can be found under Chapter 18, Finance at <http://www.municode.com/Resources/gateway.asp?pid=10933&sid=9>. Certified business shall be those businesses certified by FDOT or as a CSBE by Miami-Dade County.

B. PRICE PROPOSAL

1. **Proposal Errors**

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form (Form A & B) will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

2. **Submission of Price Proposal**

The Price Proposal shall be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Forms A-B (Attachment D). The Price Proposal shall consist of a total lump sum for design and construction of the project described in the Design Criteria package supported by separate costs for design and construction.

The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the design-build Project, including but not limited to design, plans approval, permitting, construction, close-out and start-up of the Project. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Price Proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the Agreement to be awarded



City of Miami

by the City. The City, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

3. Cost and Pricing Data

The City shall require the successful Proposer to provide, for itself, Subconsultant(s), and Subcontractor(s) any or all of the following documentation to support the Price Proposal as a condition precedent to execution of an Agreement.

- Current 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.
- Scope of work and fee proposal from each Subcontractor supporting the above summary, on Subcontractor's letterhead. The Scope of Work for each Subcontractor must support the Scope of Work of the Agreement.
- 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.

4. Subcontractor/Subconsultants/Supplier Information

Proposers shall list all proposed Subcontractors, Subconsultants and suppliers to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), dollar amount of work, and the any small business certification by FDOT or Miami-Dade County. Form C-1 is provided for this information regarding design and contract management, and Form C-2 is provided for this information regarding the construction of the Project. Proposers shall not change any Subcontractors or Subconsultants without just cause and approval by the County. Form C-2 will be used to determine the value of bonus points awarded for maximizing the use of certified small business firms. Only business certified by FDOT and Miami-Dade County whose business headquarters are within



City of Miami

the City of Miami's Community Development Agency's boundaries will be considered in determining the bonus point awarded.

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFQ. 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.

5. **Schedule of Values**

Proposer shall provide a proposed Schedule of Values for Form B for the Construction of the Project. The Schedule of Values will be broken down only to trade categories, such as plumbing, electrical, HVAC, roofing, windows & doors, fire protection, etc. The proposed Schedule of Values is not to include specific tasks within each trade. At a minimum the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.

6. **Evaluation of Price Proposal**

The Price Proposal submission will be assigned a maximum of twenty-five (25) points by each Evaluation Committee member, with the price for Phase 1 of the Project having a maximum of fifteen (15) points and Phase II having a maximum of ten (10) points. The Price Proposal will be evaluated in the following manner:

1. The responsive Response with the lowest total Price Proposal will be given the full weights as identified above for each Phase.
2. Every other Response will be given points proportional in relation to the lowest price for each Phase. This point total will be calculated by dividing the lowest price for the Phase by the total price for the Phase of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price for the Phase to arrive as a cost score of less than the full score for price.

$$\text{Example: } \frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Phase Price}} \times \frac{\text{Total Points}}{\text{for Price}} = \text{Price Score}$$

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

C. **Response Submission Format**

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



City of Miami

Section 1

The following documents shall be included in the order listed.

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. RFQ-QT – Qualifications of Team
4. RFQ-PM – Qualification of Project Manager
5. RFQ-CM – Qualifications of Construction Manager
6. RFQ-DAP – Design & Construction Approach & Process
7. RFQ-T – Technical Approach
8. RFQ-SB – Small Business & Local Workforce Participation

Section 2

1. RFQ-PM-R – Project Manager’s Reference Forms
2. RFQ-CM-R – Construction Manager’s Reference Forms

Section 3

1. Resumes of Key Personnel

Section 4

1. Project Schedule

Price Proposals shall be submitted in a separate envelop as stipulated above and shall be submitted in the following order.

Section 1

1. Form A
2. Form B

Section 2

1. Form C-1
2. Form C-2

Section 3

1. Schedule of Values

D. ACKNOWLEDGMENT OF ADDENDA AND PROPOSER INFORMATION FORMS



City of Miami

4.2. Response Format

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. 07-08-023

**REQUEST FOR DESIGN-BUILD SERVICES FOR THE DESIGN AND
CONSTRUCTION OF GIBSON PARK B-30305B**

STEP 2- SELECTION OF DESIGN_BUILD FIRM OR TEAM

2nd SOLICITATION

Responses received at any other location than the aforementioned or after the Proposal 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 Response. Responses are to remain valid **for at least 120 days**. Upon award of an Agreement, the contents of the Response 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 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.

Any Joint Venture Submission must submit the agreement entered into for this Project

Proposer must clearly reflect in its Response any 2nd tier Subconsultants proposed to be used, and provide for these Subconsultant the same information required of the



City of Miami

Proposer. The City retains the right to accept or reject any proposed 2nd tier Subconsultants.

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 prospective 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://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp>. For any questions, contact the Vendor Registration Section at (305) 416-1902. Proposers shall 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 to insure that they are properly registered with the City.



City of Miami

SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Step 2 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 Step 2 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's Team 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 Step 2 of this RFQ. At the Committee's option, the Committee may be required to attend an interview session
7. The Selection Committee forwards its recommendation of the most qualified Proposer to the City Manager inclusive of the ranking of the Responses .
8. After considering the recommendation(s) of the Selection Committee, the City Manager shall recommend to the City Commission the Proposer deemed to be the most qualified. 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. The City Commission shall consider the City Manager's and the Committee's recommendations and, may approve the recommended Proposer or, may direct that the Committee re-evaluate the Responses. The City Commission may also reject any or all Responses.
10. The City Manager or designee(s) may further negotiate the Price Proposal portion of the Agreement with the successful Proposer.



City of Miami

B. EVALUATION CRITERIA

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

- | | |
|--|-------------------|
| ➤ Qualifications & Experience of the Team | Maximum 25 points |
| ➤ Qualification of Project & Construction Managers | Maximum 5 points |
| ➤ Design & Construction Approach & Process | Maximum 20 points |
| ➤ Technical Capabilities | Maximum 20 points |
| ➤ Local Workforce Participation | Maximum 5 points |
| ➤ Price Proposal | Maximum 25 points |
| ○ Phase 1 – maximum 15 points | |
| ○ Phase 2 – maximum 10 points | |

In addition to the above Proposers will be awarded additional points based on the following:

- | | |
|--|------------|
| • Utilization of Certified subcontractors less than 5% of the construction value | 0 points |
| • Utilization of Certified subcontractors between 5% & 10% of the construction value | .5 point |
| • Utilization of Certified subcontractors between 10% & 15% of the construction value | 1 point |
| • Utilization of Certified subcontractors between of 15% & 20% of the construction value | 1.5 points |
| • Utilization of Certified subcontractors in excess 20% of the construction value | 2 points |

Additional Bonus Points will be awarded as follows: (maximum of 4 bonus points)

- | | |
|---|----------|
| ➤ Proposer has successfully completed a LEED Silver or greater project | 1 point |
| ➤ Proposer has successfully completed two (2) or more LEED Silver projects | 2 points |
| ➤ Proposer & Prime Design Firm have successfully completed a Silver LEED or greater project | 2 points |

SECTION 6

6.0 RFQ RESPONSE FORMS

6.1. RFQ INFORMATION FORM

RFQ NO. 07-08-023: Design-Build Services for the Design & Construction of Gibson Park, Step 2

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: _____

(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

