



*City of Miami*

**REQUEST FOR QUALIFICATIONS**

---

**MISCELLANEOUS VERTICAL CONSTRUCTION OBSERVATION SERVICES**

**RFQ NUMBER  
08-09-062**

**ISSUE DATE:**

---

August 7, 2009

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE:**

August 28, 2009

**RESPONSE SUBMISSION DEADLINE:**

September 7, 2009

**CONTACT:**

Anthony Rolle  
Department of Capital Improvements Program  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130  
Fax: 305-416-1620  
Email: [arolle@miamigov.com](mailto:arolle@miamigov.com)



*City of Miami*

---

**TABLE OF CONTENTS**

**PUBLIC NOTICE..... 2**

**SECTION 1**

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

**SECTION 2**

**RFQ SCOPE OF SERVICES .....9**

**SECTION 3**

**RFQ GENERAL CONDITIONS .....11**

**SECTION 4**

**INSTRUCTIONS FOR SUBMITTING A RESPONSE .....13**

**SECTION 5**

**EVALUATION AND SELECTION PROCESS.....19**

**SECTION 6**

**RFQ RESPONSE FORMS.....22**



*City of Miami*

## **PUBLIC NOTICE**

**CITY OF MIAMI  
REQUEST FOR QUALIFICATIONS  
MISCELLANEOUS  
VERTICAL CONSTRUCTION OBSERVATION SERVICES**

**RFQ NO: 08-09-062**

**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, September 7, 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 from the City of Miami Department of Capital Improvements Program, from the City of Miami website’s Capital Improvements’ (CIP) webpage at [www.miamigov.com/capitalimprovements](http://www.miamigov.com/capitalimprovements). 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.

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 REQUEST FOR QUALIFICATIONS 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 Department of Capital Improvements Program (CIP) 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 this 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. Proposers are solely responsible to ensure timely delivery of their Response and any Responses received after the stated date and time or delivered to a different address or location will not be considered. 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.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided in Section 1.4 below) 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. 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 facsimile (fax), mail or e-mail to Anthony Rolle at 444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor, Miami, FL 33130. Fax 305-416-2153, e-mail: [arolle@miamigov.com](mailto:arolle@miamigov.com), with a copy to the Office of the City Clerk at [tchircut@miamigov.com](mailto:tchircut@miamigov.com).

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

##### 1.5. Additional Information or Clarification



## *City of Miami*

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, 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 August 28, 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 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**

Agreements may be awarded to the Successful Proposer(s) 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(s) that is determined to be in the City's best interests. The award and execution of an Agreement 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 anticipates that more than one Agreement will be awarded, and the City reserves the sole authority to determine the number of awards if deemed in its best interest. The City does not represent that any award will be made hereunder and reserves the right not to make some or all of the proposed awards.

### **1.7 Agreement Execution**

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for Vertical Construction Observation Services. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only 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 removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.



## *City of Miami*

The City shall require the successful Proposer to provide, for itself and the Subconsultant(s) any or all of the following documentation to support the submission of a fee 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.
- 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 <http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/Work%20Order%20Forms.asp> webpage, 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.

Proposers must fully complete all forms and submit all required documentation. Failure to submit required documentation or to fully complete the forms may result in the Response being considered non-responsive.

The City reserves the right, in its sole and absolute discretion, to request the submittal of additional documentation that the City determines is necessary to complete its evaluation of the Responses. Types of information that may be requested includes, but is not limited to, licenses, resumes, corporate paper, financial audits, references, prior performance documentation and tables of organizations, etc.



## *City of Miami*

In preparing a Response to this RFQ, Proposers are to follow the format detailed in Section 4.

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 modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Any changes or withdrawal must be made by an individual authorized to make changes or revisions. Written proof of such authority must be submitted with such request. Proposers shall not assign or otherwise transfer their Response.

### **1.11. Subconsultant(s)**

A Subconsultant 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 Subconsultant shall be paid through Proposer or Proposer's firm and not 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 are expressly prohibited from substituting Subconsultant 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 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.

### **1.13. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Department of Capital Improvements Program in the manner



## *City of Miami*

prescribed in RFQ Section 1.5. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

### **1.14. 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, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFQ may result in a rejection of the proposal as non-responsive.

### **1.15. Disqualification**

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.

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.

The City 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. Responses from Proposers who have previously been determined to be non-responsible, are in arrears to the City or have filed a lawsuit against the City will not be considered.

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 Responses submitted by limited liability corporations.



*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 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 is seeking to contract with architectural, engineering to provide professional construction observation services in connection with various vertical construction projects. The Proposer and its Subconsultants must be able to perform every element of the scope of services for vertical construction projects as described below and in Attachment A of the Agreement.

0

##### **2.2. Scope of Services**

The successful Proposers will provide architectural, engineering, and other technical personnel to the City on an as needed basis. Said personnel will provide Construction Observation Services (COS) for the administration of vertical facility construction projects throughout the City as directed by CIP.

While the specific Scope of Services to be provided may vary from project to project, the following will typically be included as part of the work to be performed on a project. The successful Proposer will be required to provide all necessary vehicles, equipment (including field equipment) and personnel to perform the services required under the Agreement. Proof of licenses, will be required for testing equipment and the personnel operating the testing equipment and will be provided to the City upon request. Services are to include:

- Perform COS in accordance with all applicable laws and building regulations, including the Florida Building Code, the City of Miami, Florida, Code of Ordinances, and all other requirements set forth in this Agreement or in a Work Order proposal approved by the City.
- Coordinate the activities of all parties involved in completing a project. This includes, but is not limited to,:
  - Maintaining records of all activities and events relating to the project.
  - Documenting all significant project changes
  - Interpreting plans, specifications, and contractual requirements
  - Assisting in claims and dispute resolution
  - Public information services
  - Attend pre-construction and construction meetings, and prepare and disseminate meeting minutes.
- Sampling, Inspections and Testing



## *City of Miami*

- Levels of testing will be as defined in the project specifications and in accordance with the American Society for Testing and Materials, Underwriter Laboratories and/or other applicable industry standards.
- Stored material/equipment review
- Project photo and video documentation
- Record Drawing review
- Maintain progressive list of items requiring correction
- Notification of accident, damage, or injury
- Coordination, review, and response of RFIs, field directives, and change proposal requests
- Change order management
- Pay application review
- Substantial completion inspection
- Final completion and inspection
- Project close-out

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

**A detailed Scope of Services and deliverables will be developed for each project. Projects will typically be issued on a rotational basis. However, other factors may be utilized in selecting the firm to perform the COS services for a particular project. These factors include, but are not limited to; performance on prior performance, expertise and other such similar factors.**

---



*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(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 Occupation Licenses after the Response Submission Deadline.

#### **3.5 Minimum Qualification Requirements**

The Proposer(s) must have a minimum of **three (3)** years experience under its current name providing the required professional services as stipulated in Florida Statute 287.055, as amended ("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



## *City of Miami*

the Proposer's firm has been merged into the larger firm. The Proposer must have a proven record of successfully completing projects.

Each Proposer interested in responding to this RFQ must provide the information and forms required by Section 4.0 "Instructions for Submitting a Response. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response.

### **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, as amended, of Florida Statutes 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's Ordinance No. 12271 (the City's 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. There are no exceptions to these requirements.



*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 4.1A, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1B. Each section of the Response as stipulated in 4.1B 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.

**3. Qualifications of the Firm**



## City of Miami

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

4. **Qualifications of the Proposer's Team**

Firm shall complete and submit **Form RFQ-QT** for this section of its Response. Form **RFQ-WC** is to be completed for each of the Key Personnel identified in Form RFQ-QT.

5. **Proposer's COS Philosophy, Methodology and Processes**

Firm shall complete and submit Form **RFQ-COS-PMP** for this section of its Response. Provide a detailed explanation of the firm's COS philosophy, methodology and processes in implementing the philosophy. This should include an understanding of the Scope of Services, clearly defined issues commonly encountered and methodology for resolution of these project issues, and the process and approach to meeting the requirements of the Scope of Services.

6. **Proposer's Technical Capabilities**

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

Provide a comprehensive explanation of the firm's approach to

- Manpower planning, including scheduling and allocation of resources.
- Ensuring timely completion of projects
- Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders

7. **Project Manager's COS Project Experience:**

In addition to the information provided on Form RFQ-QT, Forms **RFQ-PM** and **RFQ-PM-R** must be completed and submitted with the Response.

8. **Proposer's COS Project Experience:**

Proposer shall complete and submit **Form RFQ-PP** for this section of its Response. For each Form RFQ-PP submitted Form **RFQ-PP-R** must also be submitted with the Response. Proposer shall only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. For purposes of evaluation of Responses only, and not placing any limitations on the use of any Agreement issued based on this RFQ Proposers comparable projects should not exceed \$3,000,000.



## *City of Miami*

### 9. **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 Response 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.**

### B. **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.

#### **Section 1**

The following documents shall be included in the order listed.

1. RFQ-PL – Proposal Cover Letter
2. RFQ –N – Proposal Narrative
3. RFQ-QT – Qualifications of Team
4. RFQ-PM – Qualifications of Project Manager
5. RFQ-COS-PMP – Construction Observation Services Philosophy, Methodology & Processes
6. RFQ-TC– Technical Capabilities

#### **Section 2**

1. RFQ-PM-R – Project Manager’s Reference Form

#### **Section 3**

1. RFQ-PP- Proposer’s Qualifications
2. RFQ-PP-R- Proposer’s Reference Form

#### **Section 4**

1. Resumes of Key Personnel
2. Form RFQ-WC- Key Personnel Workload Capacity

### C. **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. 08-09-062**

**MISCELLANEOUS  
VERTICAL CONSTRUCTION OBSERVATION SERVICES**

**Responses received at any other location than the aforementioned or after the Proposal Submission Date and time shall be deemed non-responsive.**

Responses must 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 180 days**. Upon award of an Agreement, the contents of the Proposal of the Successful Proposer(s) will 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.

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



## *City of Miami*

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 of Miami 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.



## *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 Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by City staff for compliance with the Response 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. At the Committee's option, the Committee may select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three Response are received. The Selection may, at its sole discretion require all or a short-list of Proposers to be interviewed prior to the Selection Committee completing the evaluation process.
7. The Selection Committee forwards its recommendation to the City Manager, listing the Proposers in rank order, which it deems to be in the best interest of the City to pre-qualify for ongoing assignments.
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(s), 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



## *City of Miami*

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.



*City of Miami*

**B. EVALUATION CRITERIA (the criteria and weights may change for each RFQ)**

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

- |   |                   |
|---|-------------------|
| ➤ Proposer's Qualifications and Experience        | Maximum 30 points |
| ➤ Proposer's Team Qualifications and Experience   | Maximum 25 points |
| ➤ Project Manager's Qualifications and Experience | Maximum 10 points |
| ➤ COS Philosophy, Methodology and Processes       | Maximum 20 points |
| ➤ Technical Capabilities                          | Maximum 15 points |

**SECTION 6**

**6.0 RFQ RESPONSE FORMS**

**6.1. RFQ INFORMATION FORM**

**RFQ NO. 08-09-062: MISCELLANEOUS VERTICAL CONSTRUCTION  
OBSERVATION SERVICES**

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**

---