



City of Miami

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGER AT RISK FOR STADIUM SITE PARKING

RFP NUMBER
08-09-056

ISSUE DATE
July 2, 2009

MANDATORY PRE-PROPOSAL CONFERENCE
JULY 13, 2009

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
July 24, 2009

RESPONSE SUBMISSION DATE AND TIME
August 3, 2009 at 2:00 PM

CONTACT

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



City of Miami

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PUBLIC NOTICE

CITY OF MIAMI
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER AT RISK FOR STADIUM SITE PARKING
Project B-30648

RFP NO: 08-09-056

Completed Responses, including technical and fee proposals, must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 2:00 PM, on Friday, August 3, 2009 (“Response Submission Date”)**. Proposers are solely responsible to ensure timely delivery of their Response and any Responses received after the above stated date and time or delivered to a different address or location will not be considered.

RFP documents may be obtained on or after, **July 2, 2009**, from the City of Miami Department of Capital Improvements Program (CIP), from the City of Miami webpage at: www.miamigov.com/capitalimprovements/pages/ProcurementOpportunitites/Default.asp.

The Proposed Scope of Work consists of:

- Four multi-level parking structures located within the limits of the site formally occupied by the Orange Bowl Stadium.
- Six (6) surface lots.
- The total number of parking spaces to be accommodated by the structured garages and the surface lots is approximately 6,000.

Approximately 60,000 SF of retail space (shell space) located on the ground floors of three of the parking garages.

A MANDATORY Pre-Proposal conference will be held on July 13, 2009 at 9:30 a.m., at Miami City Hall, City Hall Chambers, 3500 Pan American Drive, Miami, FL 33133. Please review the RFP for details concerning attendance.

Any addendum issued for this RFP will only be available through the webpage. It is the sole responsibility of all interested parties to ensure receipt of any addendum and it is recommended that interested parties 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, 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 PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”). 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. Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute an agreement (the “Agreement”) with the City in substantially the same form as the contract included as Exhibit A to the RFP.

1.3. Submission of Responses

Responses to this RFP shall consist of the two parts. The first part is the Technical Proposal, which will address the technical qualifications of the Proposer. The second part is the Fee Proposal, which will address the Proposer’s fee. Each part must be submitted in a separate sealed envelope or container clearly marked on the outside with the part name. These two parts will be utilized by the Evaluation Committee to evaluate and rank the Responses received in response to this RFP. Additional details and information for the requirements of these sections, including submission requirements, are contained in Section 4 of the RFP.

Sealed written Responses, which must contain a separate sealed submittal for each of the two parts (the Technical Proposal and the Fee Proposal), 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 RFP in order to be responsive. 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. Faxed documents are not acceptable. Proposer must submit sealed written Responses that include one (1) original and seven (7) copies plus one (1) copy in digital form (on CD-ROM in pdf format), of your Response or the Response may be disqualified.

1.4. Cone of Silence

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

Written communications in the form of fax, mail or e-mail must be addressed to Mayren Franco, 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130. Fax No: 305-416-2153, e-mail mfranco@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 description 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 RFP until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFP shall be cause for rejection of your Response.

1.5. Mandatory Pre-Proposal Conference

A **mandatory** pre-proposal conference ("Conference") meeting will be held on **July 13, 2009 at 9:30 a.m.** The conference will be held at **Miami City Hall, City Hall Chambers, 3500 Pan American Drive, Miami, FL 33133.** Prospective Proposers must attend this Conference for a Response to be considered. Attendees must sign-in and provide the requested information at the time of sign-in. Failure to attend and sign-in will result in a Proposer's Response being rejected as non-responsive. Proposer's personnel must be present at the start of the meeting to be considered in attendance. At the start of the meeting the attendance sheets will be collected and no one will be permitted to sign-in after the sign-in sheets have been collected.

1.6. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Prospective 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 RFP 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 July 24, 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 RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to ensure 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 <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.

1.7. Fee Proposal

The Fee Proposal will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The Fee score will be incorporated into the overall rating and ranking of the Responses. Proposers must submit the Fee Forms (Forms A & B). **Do not include the Proposal Bond stated below in the same envelope as the Fee Proposal as such action will result in rejection of the Response as non-responsive.** This is due to the fact that the Fee Proposal will not be opened until after the Technical Proposals are reviewed and the determination of responsiveness will be made prior to opening the Fee Proposal.

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

1.8. Proposal Bond

A Proposal bond in the amount of \$50,000 shall be submitted with the Technical Proposal portion of the Response. Further details on the Proposal Bond are included in the attached



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Construction Manager at Risk Agreement (Exhibit A), which provisions are incorporated into and made a part of this RFP. Failure to submit the Proposal Bond with the Technical Proposal portion of the Response will result in rejection of the Response.

1.9. Award of an Agreement

An Agreement may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable, based upon the qualification requirements (as shown in the Technical Proposal) and the Fee Proposal reflected herein. The form of the Construction Manager at Risk Agreement is attached hereto as Exhibit A and it is hereby incorporated into and made a part of this RFP. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the City's best interests. The City does not represent that any award will be made.

1.10. Agreement Execution

By submitting a Response, the Proposers agree to execute, if selected, the attached Agreement, without any revisions. Notwithstanding the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.11. 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, as defined in Section 2.2. 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.

1.12. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Responses shall comply with all the requirements of this RFP to be considered. **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.

1.13. Changes/Alterations

Proposer may change or withdraw a Response at any time **prior to** Response Submission Date. All changes or withdrawals shall be made in writing to the point of contact specified in Section 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 Date. Proposers shall not assign or otherwise transfer their Response.

1.14. Subcontractors(s)

A Subcontractor is an individual or firm contracted by the Proposer to assist in the performance of services required under this RFP. A Subcontractor shall be retained and paid by the Proposer. The City shall have no contractual relationship with, nor any liability with respect to, any such Subcontractor, which shall be retained by the Proposer for the performance of the Work, under the Agreement. Any and all liabilities regarding the use of a Subcontractor shall be borne solely by the Successful Proposer(s). Neither the Successful Proposer(s) nor any of its Subcontractors are considered to be employees or agents of the City.

Proposers shall require the Subcontractors to indemnify the City, for their portion of the Work, in the same manner and to the same extent that Proposers are required to indemnify the City under the Agreement

1.15. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing, as stipulated in Section 1.4., Cone of Silence, to the City's Capital Improvements Program in the manner prescribed in RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.16. Disqualification

This RFP requires the use and submission of specific City Forms. In addition, the RFP 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 Response 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 this RFP.

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 submission of the Response, will be rejected as non-responsive and shall not be considered for award.

1.17. 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 RFP 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 an Agreement award, and/or to maintain the approved status of the Successful Proposer(s) if the Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.



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1.18. Inspection of Site and Review of Construction Administration Agreement for the construction of a Baseball Stadium and related Public Infrastructure on Adjacent Site (the “Stadium Work”) and the City Parking Agreement relating to the construction of the Parking Facilities.

Attached as Attachment A is a copy of the Construction Administration Agreement between the City, the County and the Stadium Developer for the construction of the Baseball Stadium on the adjacent site (the CAA). Also attached, as Attachment C is a copy of the City Parking Agreement between the City, the County and the Stadium Operator for the construction and use of the Parking Facilities (as described in the therein (the “Parking Agreement”). Proposer is advised that the CAA and the Parking Agreement impose certain obligations and restrictions on the City with respect to the Work, including compliance with a Master Project Schedule that coordinates and integrates the design and construction schedules of the Stadium Work and the Work and gives site priority in favor of the Stadium Work. A Preliminary Master Project Schedule is Exhibit N attached to the CAA. Proposers should carefully review the CAA and the Parking Agreement, and 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 by this RFP and subject to the restrictions and obligations set forth in the CAA and the Parking 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 as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for failure or omission on the part of the Construction Manager 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.

By submitting its Response, Proposer is deemed to acknowledge that the Stadium Work will be occurring on the site adjacent to Project Site (defined in Section 2.1), which will require close coordination of the Work on this Project. The Agreement contains provisions specifically addressing roles and responsibilities for coordination of the Work with the Stadium Work.

1.19. Small Businesses/Local Workforce goals (CSBE, SBE AND CWP).

Proposers acknowledges that the Work will be subject to certain Small Business/Local Workforce goals, which have been established as provided below and may be amended by an Addendum to this RFP, for each construction trade package. Proposers shall comply, and shall require all Subcontractors to comply, with such goals. The City will be utilizing the Miami-Dade County (“County”) Community Small Business Enterprise (CSBE) program for small business participation and the County’s Community Workforce Program (CWP) for the hiring of local workers. A goal of 15% has been established for CSBE participation and 15% for CWP participation. In addition, a goal of 8.5% has also been set for the Construction Manager’s

management of the Project which shall also be subcontracted to a CSBE. For purposes of compliance with these requirements the term “Local” shall mean;

- CSBE – Firms which have been certified for the relevant construction trade by the County’s Small Business Department (SBD) and meet the definition “Local Office” under Section 18-73 of the City’s Ordinance No. 12271 (the City of Miami Procurement Code).
- CWP – Individuals having a residence in the City of Miami for a minimum of six (6) months prior to the date of hiring.

The Successful Proposer shall submit its job hiring requests through the SBD clearinghouse, and other union and non-union clearinghouses, such as South Florida Workforce or Miami Works, with a goal of filling its hiring needs with as many qualified candidates from the City of Miami and the City’s Neighborhood Development Zones (NDZ’s) as possible. The NDZ map is available on the CIP’s webpage.

Additional information regarding compliance with the Small Businesses/Local Workforce goals can be found in the Parking Agreement and the Agreement.

1.20. Execution of Proposal

The Response must be signed by an individual authorized to legally bind the Proposer, such as a partner or corporate officer, and the name and title of the person signing for the Proposer must be clearly stated on the document. The Response shall include documentation evidencing the individual’s authority to bind the Proposer, including, as applicable, certificate of corporate resolution, partnership certificate, and official records, such as certificate of good standing showing the names of the “officers/directors/partners/managing members of the Proposer.”

Proposer understands that its submission of a Response to this RFP does not constitute an agreement or contract between the City and the Proposer.



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SECTION 2

2.0: RFP SCOPE OF SERVICES

2.1. Purpose

The City of Miami is seeking to procure a qualified and experienced Construction Manager for the purposes of construction of four (4) free standing mixed-use parking facilities and six (6) surface lots to be located in the vicinity 1501 NW 3rd Street, Miami, FL (the "Project Site) next to the future site of the proposed Baseball Stadium (the "Project").

2.2. Project Services

Consultant shall provide all work and related services necessary for the construction of the Project (the "Work").

2.3. Project Scope of Work

The Proposed Scope of Work consists of:

The Stadium Site Parking is comprised of four multi-level parking structures (P1, P2, P3 & P4) located within the limits of the site formally occupied by the Orange Bowl Stadium.

In addition to the four parking structures, the Project includes six (6) surface lots located to the east and west of the Project site.

The total number of parking spaces to be accommodated by the structured garages and the surface lots is approximately 6,000 including ADA accessible spaces and parking spaces for future residential liners.

The structures also include approximately 60,000 SF of retail space (shell space) located on the ground floors of three of the parking garages. An area for future development is located along the south side of garage structures P-3 and P-4. The liner component is not part of this solicitation.

Surface Lots:

The six paved and lighted surface lots (W-1, W-2, W-3, and E-3, E-2, E-1) will accommodate approximately 950 parking spaces located in various city-owned parcels along the east and west sides interior to the Project Site.

Parking Structures:

Garage structure P1 and P2 are located between NW 7th Street to the north, (future) NW 6th Street to the south, NW 14th Avenue to the east and an existing private property to the west.

Garage structure P-3 is located between (future) NW 4th Street to the north, NW 3rd Street to the south, NW 16th Avenue to the west and (future) NW 15th Avenue to the east.

Garage structure P-4 is located between (future) NW 4th Street to the north, NW 3rd Street to the south, NW 15th Avenue to the west and NW 14th Avenue to the east.

2.4. Sustainable Design and Construction

While no LEED or Green Globe rating is being established for this Project the design and construction should be done in a manner that promotes environmental quality, economic vitality and creates an environment that provides the highest level possible of operational efficiency while staying within the Project budget.



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SECTION 3

3.0: RFP 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 RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Legal Requirements

This RFP 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 Agreement without any penalty or expense to the City.

3.4. Minimum Qualification Requirements

Construction Manager shall have a minimum of five (5) years experience, under its current name in Construction Manager at Risk projects and must have successfully completed at least two (2) projects that included a parking structure component with a cost \geq \$30,000,000. The City will consider a Response as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive. For joint ventures each of the firms comprising the joint venture must satisfy the minimum of five (5) years experience requirement, but only the lead firm in the joint venture must meet the minimum requirement of having successfully completed at least two (2) projects that included a parking structure component with a cost \geq \$30,000,000.

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 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. **THERE ARE 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 RFP. A "responsive" Response is one which meets the requirements of the RFP is submitted in the format outlined in the RFP, 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 RFP may result in a rejection of the Response as non-responsive.

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 the Agreement Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award. All field Key Personnel assigned to this Project are to be assigned solely to this Project and their time will not be permitted to be comingled with time on other projects.

3.10. Owner Controlled Insurance Program

The City will utilize an Owner Controlled Insurance Program (OCIP) for this Project. The specific requirements of the OCIP are contained in Exhibit A.

3.11. Owner Controlled Purchasing Program

The City may at its sole discretion implement an Owner Controlled Purchase Program, which is also referred to as an Owner Direct Purchase Program. Under such a program the City will purchase certain types of equipment on behalf of the Construction Manager, which will allow the City to obtain tax benefits permitted by the Florida Department of Revenue and the Internal Revenue Service. Should the City elect to implement such a Program the Construction Manager will be provided the specific requirements of the Program prior to the submission of its Guaranteed Maximum Price (GMP).



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3.12. Audit Rights and Records Retention

The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for three (3) years after the City makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the City.

3.13. Proposal Bond Forfeited/Liquidated Damages

Failure to execute the Agreement when required shall be just cause for the annulment of the award and the forfeiture of the Proposal Bond, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained by the City in having to re-issue this RFP.

3.14. Public Records

Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded) by the City.

3.15. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer firm.

3.16. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide 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 work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

3.17. First-Source Hiring Agreement (Sec. 18-110)

Successful Proposer shall be required to enter into a First-Source Hiring Agreement in accordance with Section 18-110 of the City Code.

3.18. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.19. Conflict Of Interest, And Unethical Business Practice Prohibitions

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

3.20. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 work, may not submit responses on leases 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Response, cancellation of the Agreement (if awarded) and may result in Proposer's debarment.

3.21. Art in Public Places

The Project may be subject to the provisions set forth in Section 2.11.15 of the Miami-Dade County Code which provides for the implementation of the Art in Public Places Program (APP). The Successful Proposer shall assist the APP representative, the architect for the Project and others in the implementation of the APP by assisting in the coordination of the art work when required by the APP.



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SECTION 4

4.0.: INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

4.1. Submission Requirements

Each Response must contain the following documents, each fully completed, and signed as required in an 8½" X 11" format, exclusive of the project schedule which may be submitted in an 8½" X 14" format. Proposers are to prepare their Responses utilizing the same format as contained below; with a separate section for each of the identified requirements. Proposers should not submit any information in response to this RFP other than that which has been requested as such information will be considered within the page limitation stated below. No information the Proposer considers confidential shall be submitted unless it is specifically required by the RFP. Submission of such 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. Proposer is to clearly identify any information it considers confidential Font size shall be no less than 11 utilizing either "Arial" or "Times New Roman" font style.

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 RFP and the requirements of the Agreement; and how it intend to administer, coordinate, and complete all requirements of the Project.

1. Proposal Cover Letter

Form RFP-PL is to be used for the Proposal Letter.

2. Narrative

Narrative is to explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project. Proposer shall use RFP-N.

3. Qualifications of the Proposer

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

- a. Form RFP-QP
- b. Resume of the principal-in-charge of this Project for the Proposer.
- c. Copies of any federal, State of Florida, county, or local small business certifications identified in Form RFP -QP.
- d. Table of Organization of the Proposer, including names & titles.
- e. Copy of business licenses, including Occupation, and Florida Registration.
- f. Copy of State Corporate or other proof of from the State of Florida that the Proposer is authorized to perform work in the State of Florida.
- g. Financial Capacity: Proposer must provide the required documentation required under Financial Capacity and be capable of meeting the Agreement bonding and insurance requirements to be considered responsive to the RFP.
 - i. Include the Proposer's most recent audited financial statement together with a breakdown indicating the Working Capital Ratio, Profitability, and Return on Asset Ratio.
 - ii. A letter from the insurer stating the Proposer's bonding capacity for a single job and aggregate capacity (**Note: not applicable for professional services**).
 - iii. Letter from the insurer stating that the Proposer is capable of meeting the insurance requirements contained in the Agreement.

4. Qualifications of the Project Team

Proposer shall provide the following information as separate sections under this Category each section is to be identified by the corresponding number for the section and the sections are to be submitted in the same order as that shown below:

- a. Form RFP-S
 - 1. Proposer shall complete and submit the Staffing Plan contained in Form RFP-S that includes all key personnel. The Staffing Plan shall only include personnel for the performance of the required pre-construction services and the construction management and for the Project. The Staffing Plan shall not include any personnel who perform administrative, overhead and/or home office functions. In the space provided the Proposer shall identify the following: (1) Project Executive, (2) Key Construction Management Personnel, and (3) other Construction Management Personnel. For all specified personnel (except the Project Executive), the Proposer shall indicate the total estimated hours per title for each phase of the Project. The total estimated hours per title must be in accordance with the proposer's Project Schedule and shall not include any overtime hours.
- b. A one page resume shall be included for each of the key personnel's technical qualifications, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity, and experience with Construction Manager at Risk contracts. In addition, copies of all relevant professional licenses or certifications are to be submitted.
- c. Organization chart of the Project Team indicating key personnel and their relationship(s).
- d. If Key Personnel have worked together previously on projects of a similar size, scope, and complexity identify who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, if the work was



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performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. Maximum of 1 page.

- e. Form RFP-WC

5. Qualifications of Project Manager and Construction Superintendent

- a. In addition to the information provided in Item 4 above the following shall also be provided for the Construction Manager's Project Manager and Construction Superintendent.
 - Firm shall complete and submit Form(s) RFP-PM for the Project Manager and Form(s) RFP-CM for the Construction Superintendent for this section of its Response.
 - Proposer shall submit a 1 page resume for each position, which reflects their relevant expertise & experience.
- b. Proposer shall submit Form RFP-PM-R for each Form RFP-PM submitted and Form RFP-CM-R for each Form RFP-CM submitted.
- c. Form RFP-R

6. Project Methodology (maximum of 5 pages)

- a. Describe in detail how the Proposer will perform the Work for the Project and demonstrate that the proposed approach will meet the Master Project Schedule and fulfill the City's goals and objectives for the Project
- b. Describe Proposer's management strategy, including (1) its understanding of the objectives and complexities of the Project, (2) its methodology for tracking and maintaining the Project budget and schedule, and (3) its technique for problem solving.
- c. Describe Proposer's approach to providing documentation and scheduling data and documentation on a timely basis, including the potential use of web based access.
- d. Provide a detailed description of the methodology to be used by the Proposer on a typical \$80,000,000 multiple discipline Construction Manager at Risk project, including its capability to handle multiple subcontractors and to maintain schedules without disruption.
- e. Describe the steps to be taken for preparing: (1) Project Plan contained in the Agreement (2) Cost and Quality Control Measures and implementation (3) safety plan and its implementation

- f. Describe the development of cost estimates and how they are updated, provide specific examples of successful recommendations implemented to maintain project budgets without sacrificing quality. Describe preconstruction bidding process and explain the benefits to the City.
- g. Identify what the firm sees as the management strategy and other critical factors for successfully completing each phase of the Project

7. Project Scheduling (maximum of 5 pages)

- a. Demonstrate the Proposer's capability to coordinate and handle multiple contractors to maintain schedules without disruptions. Provide examples of previous work, simultaneously managing many small contractors and multiple projects.
- b. Present from an actual project a sample coordinated schedule demonstrating all timeframes to illustrate the staging of a project for a new facility from the time of award to contract close-out. The schedule should include specific reference to the number and packaging of various contracts, shop drawings, construction and other critical points. Such project schedule shall detail timeframes for all required construction operations, as well as interrelationships between significant subcontracts and/or components of the work. Such Project Schedule shall be set forth in consecutive calendar days and shall specify timeframes for the activities listed below. Such project schedule shall not include any overtime hours. Include the following:
 - i. Pre-construction
 - ii. Construction periods for each construction trade
 - iii. Construction duration
 - iv. Substantial completion of construction
 - v. Final acceptance of construction
 - vi. Project close-out and completion of all post construction services

This sample project schedule must reflect a proposed completion of the Project by December 31, 2011.

- c. Provide an explanation on how the Proposer will incorporate the Master Schedule for the construction of Marlin Stadium and the Public Infrastructure into the Proposer's schedule.
- d. Provide three (3) examples of completed projects that reflect the baseline versus final actual schedule for completion of each project. For each project provide the project name, location, owner, cost, and year completed.
- e. Provide a projected milestone schedule for this Project that is consistent with the Master Project Schedule.

8. Project Experience

- a. Provide a brief history of Proposer's experience with Construction Manager at Risk projects (maximum of 1 page)
- b. Provide a brief history of Proposer's experience in the construction of stand-alone parking facilities and mixed-use parking facilities similar to this Project (maximum of 1 page).



City of Miami

- c. In addition to the minimum number of Projects identified in Article 3.4 the Proposer must submit references for 3 additional completed projects where the cost of construction was \geq \$25,000,000.
- d. Form RFP -PE
- e. Proposer shall provide a completed reference letter, Form RFP-PE-R for each identified project.

9. Small Business and Local Workforce Participation – First Source Hiring Agreement (Maximum of 2 pages)

The City, in cooperation with Miami-Dade County's Department of Small Business Development ("County") has established goals for the utilization of certified local small businesses and local workforce for the Work. Additionally, Proposer is required to enter into a First Source Hiring Agreement in accordance with Section 18.110 of the City Code. Additional information concerning these requirements can be found in Sections 1.19 and 3.17 of the RFP, respectively. Form RFP-SB is to be used to address process for maximizing the use of certified local small businesses and the use of local workforce in compliance the CSBE, CWP programs, and the City's First Source Hiring Program and the subcontracting requirement for the management of the Project.

In addition, the Proposer shall address the standards of pay and benefits to be paid to trade workers. This shall include, but is not limited to, identifying if the Proposer will pay wage rates equal to Davis-Bacon Wage rates or greater, such as Miami prevailing wage rates, as well as identifying any benefits, such as health and pension to be provided to the trade workers.

Proposers shall use Form RFP-SB in preparing its Response.

B. FEE PROPOSAL

1. Proposal Errors

Where the Fee Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Fee Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Fee Proposal Forms (Form A & Form 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 Fee Proposal

The Fee Proposal shall be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical Proposal, utilizing the Fee Proposal Forms.

The Fee 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 Project, including but not limited to pre-construction services, construction, close-out and start-up of the Project. The Fee 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).

The Fee Proposals (Fees) that are submitted with the Response will be utilized for two purposes. The first is for the evaluation process, wherein the Fee Proposal will be receive a score as calculated below. This score will then be used as part of the process in determining the ranking of the Responses. The City will also use these Fees to calculate the Fees to be paid to the Construction Manager as compensation for Pre-Construction Services and the Construction Management Fee under the Agreement. The City may further negotiate the Fees prior to execution of the Agreement.

3. Evaluation of Fee Proposal

The Fee Proposal will be evaluated in the following manner:

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

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

Example with numerical values:
$$\frac{\$32,000}{\$55,000} = .58 \times 30 = 17.45$$

Note: The lowest fee will receive 30 points and in this example the Proposer who submitted the \$55,000 fee proposal would receive 17.45 points.

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

C. ACKNOWLEDGMENT OF ADDENDA AND PROPOSER INFORMATION FORMS



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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 RFP 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

RFP No. 08-09-056

**REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK
SERVICES FOR STADIUM SITE PARKING B-30648**

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

Responses 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 120 days**. Upon award of an Agreement, 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, joint venture or other entity will be considered in response to this RFP.

Any Joint Venture Response must include Attachment B and must also include the agreement entered into by the joint venturers for this Project. Failure to furnish this agreement will result in the Response being deemed non-responsive.

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

The City requires that the successful Proposer 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 registered through the City's Purchasing Department it 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. Failure to comply with this requirement will result in the rescission of the recommendation for award and the RFP being rejected. It is the sole responsibility of the successful Proposer to insure that they are properly registered with the City.



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SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of Technical Proposals by City staff for compliance with the submission requirements of the RFP, including verification that each Technical Proposal includes all required documents.
5. Review by City 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 Technical Proposal in accordance with the requirements of this RFP. At the Committee's option, the Committee may require the Proposers to attend an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the Fee Proposal will be opened by City staff at the Selection Committee Meeting.
8. City Staff will calculate the score for each Fee Proposal in accordance with the methodology stated in Section 4 and advise the Selection Committee members of the Fee Proposal score for each Proposer.
9. City Staff will then total the score of each Proposer and advise the Selection Committee of each Proposers combined score.
10. The Selection Committee will forward its recommendation of the most qualified Proposer to the City Manager inclusive of the ranking of the Responses.
11. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation, or authorize entering into negotiations with the top ranked firm, if deemed necessary, or 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>.

12. The City Manager or designee(s) may further negotiate the Agreement and Fee Proposal portions of the Agreement, if deemed necessary, with the successful Proposer.
13. 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.

B. EVALUATION CRITERIA

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

- | | | |
|---|--------------------------------------------------|-------------------|
| ➤ | Qualifications of the Proposer | Maximum 30 points |
| ➤ | Qualification of Project Team | Maximum 30 points |
| ➤ | Project Methodology | Maximum 15 points |
| ➤ | Project Experience | Maximum 20 points |
| ➤ | Small Business and Local Workforce Participation | Maximum 15 points |
| ➤ | Fee Proposal | Maximum 30 points |

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

- | | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------|---------|
| ➤ | Successfully completed three or more Construction Manager at Risk Projects with a parking component with a value \geq \$30,000,000 | 1 point |
| ➤ | Proposer has successfully completed 2 or more stand alone Parking structure project with a value \geq \$30,000,000 | 1 point |

SECTION 6

6.0. RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 08-09-056: Construction Manager at Risk for Stadium Site Parking

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP 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 RFP, 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.

**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

6.3.

**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

6.4.

**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

6.6. DEBARMENT AND SUSPENSION CERTIFICATION

(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