



*City of Miami*

**REQUEST FOR QUALIFICATIONS**

**MISCELLANEOUS CONSTRUCTION  
ENGINEERING & INSPECTION SERVICES**

**RFQ NUMBER  
12-13-030**

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**ISSUE DATE  
JULY 30, 2013**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE  
AUGUST 9, 2013**

**RESPONSE SUBMISSION DATE  
AUGUST 19, 2013  
2:00 PM**

**CONTACT**  
Marlo Darrington  
Capital Improvements Program  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130  
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## City of Miami

### **PUBLIC NOTICE**

CITY OF MIAMI  
REQUEST FOR QUALIFICATIONS

**Miscellaneous Construction  
Engineering & Inspection Services**

**RFQ NO: 12-13-030**

**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, August 19, 2013** ("Response Submission Date"). Any Response received after the Response Submission Date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after **July 30, 2013**, from Capital Improvements Program (CIP) webpage at:

[www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp](http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp).

It is the sole responsibility of all firms to ensure receipt of addenda. It is recommended that firms periodically check the CIP webpage for updates and 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 a Request for Qualifications, 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.**

Johnny Martinez, P.E. City Manager

DP No: 009062



## **SECTION 1**

### **1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS**

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#### **1.1. Invitation**

Thank you for your interest in this Request for Qualifications (“RFQ”). The City of Miami (the “City”), through its Capital Improvements Program (“Department”) invites responses (“Responses”) which offer to provide the services described in Section 2.0: “*Scope of Services.*” This RFQ is being issued pursuant to Florida Statute 287.055: “the Consultants’ Competitive Negotiation Act,” including, without limitation §287.055 (2) (g), Florida Statute.

#### **1.2. Agreement Terms and Conditions**

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

#### **1.3. Submission of Responses**

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

#### **1.4. Cone of Silence**

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

Written communications must be in the form of a fax, mail or e-mail to Marlo Darrington, City of Miami, Capital Improvements, 444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor, Miami, FL 33130, Fax 305-416-2153, e-mail [mdarrington@miamigov.com](mailto:mdarrington@miamigov.com) with a copy to the Office of the City Clerk at [marcia@miamigov.com](mailto:marcia@miamigov.com).

Proposer(s) are prohibited to contact any member of the Evaluation Committee or any staff (except as provided herein) regarding this RFQ until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFQ shall be cause for rejection of your Response.

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

#### **1.5. Additional Information or Clarification**

Requests for additional information or clarifications must be made in writing. Proposer(s) may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer’s name, the RFQ number and title, the specific project title (if



applicable) and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM on Friday, August 9, 2013**.

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. Proposer(s) shall not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure submission and receipt of all addenda. Prior to submitting the Response, the Proposer(s) should check the City of Miami, Capital Improvements webpage, where all addenda will be posted. The webpage is located at <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities>.

### **1.6 Award of an Agreement**

An Agreement may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the City's best interests. The award and execution of the Agreement shall comply with the Consultants' Competitive Negotiation Act, Florida Statute §287.055, as amended, codified in the City of Miami Code as Section §18-87.

### **1.7 Agreement Execution**

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

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

- Current financial statement(s), preferably an audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.



- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.
- Copy of current Notice of Qualification letter from the Florida Department of Transportation.
- Copy of sub-consultant's CBE certification letter from Miami-Dade County Small Business Development

The forms are available on the CIP webpage:

<http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/Work%20Order%20Forms.asp>.

Where the City does not provide specific forms, Proposer(s) shall provide the information in a format acceptable to the City.

### **1.8 Unauthorized Work**

Successful Proposers shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work and is an express condition precedent to the Proposer(s) being authorized to commence the Work. Any unauthorized work performed by Successful Proposer shall be deemed non-compensable by the City and Proposer(s) 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. Qualified firms are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposer(s) shall complete the required forms as required by this RFQ.

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(s) may change or withdraw its 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 Article 1.4, Cone of Silence. Oral/Verbal changes, modifications or withdrawals will not be considered. Written modifications will not be accepted after the Response Submission Date. Proposer(s) shall not assign or otherwise transfer their Response.

### **1.11. Sub-consultant(s)**

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



proposed by the awarded firm prior to Agreement execution. Any and all liabilities regarding the use of a Sub-consultant shall be borne solely by the awarded firm. Proposer(s) and insurance for each Sub-consultant must be in good standing and approved by the City throughout the duration of the Agreement. Neither the Proposer(s) nor any of its Sub-consultants are considered to be employees or agents of the City. Failure to list all major Sub-consultants and provide the required information may disqualify any proposed Sub-consultants from performing work under this RFQ.

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

Proposer(s) must identify each of its CBE Sub-consultants via Letter of Agreement (LOA) at the time of Response submittal.

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

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

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

#### **1.13. Disqualification**

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

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s). 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(s) 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(s) for monies owed the City at the time of Response submission, will be rejected as non-responsive and shall not be considered for award.

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

The City reserves the right to reject Response's submitted by limited liability corporations.



#### **1.14. Proposer's Expenditures**

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





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## **SECTION 2**

### **2.0. RFQ SCOPE OF SERVICES**

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#### **2.1. Purpose**

The City is seeking to procure Construction Engineering and Inspection Services (“CEI”) firms to provide professional services for miscellaneous projects. The Proposer(s) and its Sub-consultants must be able to perform every element of the scope of services for either horizontal or vertical construction, including, but not limited to the scope of services found in Attachment A of the proposed Agreement.

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

Consultant shall provide Construction Engineering and Inspection Services to the City of Miami in accordance with the scope of services contained in the RFQ and as further detailed in Attachment A of the proposed Agreement.

The successful Proposer(s) will provide engineering and other technical personnel to the City to provide Construction Engineering and Inspection (CEI) Services for the administration of the aforementioned construction project(s) as directed by CIP.

The following specific scope of services will typically be included as part of the work to be performed on a project. The successful Proposer(s) will be required to provide all necessary vehicles, equipment (including field testing equipment), and personnel to perform the services required under the proposed Agreement. Proof of licenses will be required for testing equipment and the personnel operating the testing equipment. Proof of licenses will need to be furnished to the City upon request. Services include, but not limited to:

- Perform CEI in accordance with all applicable laws and building regulations, including, but not limited to, the City of Miami Public Works Specifications and Design Standards, Miami-Dade County standards, and Division II and III of the FDOT Standard Specifications for Road and Bridge Construction dated 2013 (including all supplemental specifications current at the time of bidding), and all other requirements set forth in the proposed Agreement.
- Coordinate the activities of all parties involved in completing the project. Coordination includes, but is not limited to:
  - Maintaining records of all activities and events relating to the project
  - Providing verification of Quality Control tests
  - Documenting all significant project changes
  - Checking for errors and omission, and interpreting plans, specifications, and contractual requirements



- Assisting in claims and dispute resolution
- Public information services
- Managing pre-construction and construction progress meetings, and preparing and disseminating meeting minutes.
  
- The CEI will be responsible for collecting data, monitoring and reporting for compliance of Miami-Dade County contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for Community Business Enterprise requirements, as administered by the County's Department of Small Business Development (SBD). This includes, but is not limited to, educating the contractor and ensuring contractor compliance with the City of Miami and/or Miami-Dade County contract requirements.
  
- Sampling, Inspections and Testing
  - Levels of testing will be 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
- Review and Response of resident complaints
- Coordination, review, and Response of RFIs, field directives, and change Response 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 proposed Agreement included as part of this RFQ.

### **2.3. Position Descriptions**

CEI services for this project will require at least one Senior Project Engineer, one Project Engineer/Administrator and one Senior Inspector. Position descriptions are as follows:

#### **1. CEI Senior Project Engineer**



A Civil Engineering degree and registered in the State of Florida as a Professional Engineer and six (6) years experience in construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures. Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members. Must have the following:

Qualifications:

- FDOT Advanced MOT
- CTQP Final Estimates Level II

Other:

- Attend CTQP Quality Control Manager Course and pass the examination.
- A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**2. CEI Project Engineer/Administrator:**

A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures. To be in primary control, a Project Engineer/Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

Receives general instructions regarding assignments from the City and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. CEI will be responsible for the progress and final estimates throughout the duration of the construction project. Must have the following:

Qualifications:

- FDOT Advanced MOT

Other:

- Attend CTQP Quality Control Manager Course and pass the examination.
- A Master's Degree in Engineering may be substituted for one (1) year of engineering experience



### **3. CEI Senior Inspector:**

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Engineer/ Administrator. Must have the following:

#### **Qualifications:**

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
- FDOT Advanced MOT
- CTQP Final Estimates Level II
- IMSA Traffic Signal Technician Level I

#### **Certifications:**

- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractor.



## **SECTION 3**

### **3.0: RFQ GENERAL CONDITIONS**

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#### **3.1. Acceptance/Rejection**

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

#### **3.2. Legal Requirements**

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

#### **3.3 Non-Appropriation of Funds**

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

#### **3.4 Business Tax Receipt Requirement**

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

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

The City of Miami is seeking to procure a qualified construction engineering and inspection firm with experience in completing comprehensive construction engineering and inspection projects for governmental and/or institutional clients in South Florida. Firms responding to this RFQ must have been licensed, registered and practicing in Florida as an engineering firm for at least the last five (5) years under its current business name and must have completed at least five (5) construction engineering and inspection projects in South Florida within the last five (5) years. These reference projects shall be located in South Florida, shall have been completed for governmental or institutional clients and should include examples of parks, public spaces, buildings and/or public rights-of-way. Proposers must have a proven track record of successfully



completing projects. Failure to meet the above-stated requirements will result in the Proposer's Response being rejected as non-responsive. For purposes of this RFQ, South Florida shall mean Miami-Dade, Monroe, Broward and/or Palm Beach Counties.

Proposers must utilize Form RFQ-PP-R for the above-required reference projects and the form must be signed by the Owner of the project. Failure to submit the reference forms may result in the Response being deemed non-responsive.

In addition, Proposers must have at least one (1) staff or team member who has been licensed and practicing as an engineer certified by the Florida Building Code Administrators and Inspectors Board under part XII of chapter 468 accordance with Florida Statute 481.311 for at least three (3) years and who will serve as Project Manager for this Project.

Proposers interested in submitting a Response in response to this RFQ must provide information on the firm's qualifications and experience, qualifications of the team, project manager's current experience as demonstrated in the referenced completed projects. Please refer to Section 4.0 "Instructions for Submitting a Response: Submission Requirements" for further instructions. Responses that do not completely adhere to all requirements may be considered non-responsive.

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

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

### **3.6 COMMUNITY BUSINESS ENTERPRISE ("CBE") REQUIREMENTS**

*Prospective Firms must adhere to the following requirements:*

- 1) Assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Business Enterprise ("CBE");
- 2) Place a specific emphasis on utilizing local small businesses from within the City's municipal boundaries.

**Proposers who meet CBE participation requirements through use of Firms within City of Miami municipal boundaries will be awarded five (5) bonus points.**

To verify the above requirements, the City has provided Form C-1 - List of Sub-Consultants to identify **all** sub-consulting firms (including CBE firms) that are part of the Proposer's team. Form C-1 can be found posted on the CIP webpage. Failure to



complete and include Form C-1 in your Response may result in a non-responsive determination.

For information on the CBE requirements, visit the CIP website at:

[http://dev.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/CBE\\_forms.asp](http://dev.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/CBE_forms.asp).

Proposers must include in their Response copies of both a current City of Miami Business Tax Receipt **and** a current Miami-Dade County Business Tax Receipt with the submittal.

## **SEC. 18-73 CITY OF MIAMI CODE**

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

- 1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city for a minimum of twelve (12) months immediately preceding to the date bids or Responses were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city; **and**
- 2) if the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months been in effect for no less than the twelve (12) months immediately preceding the date bids or Responses were received, and be available for review and approval by the chief procurement officer or its designee; for recently executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or Responses were received, a prior fully executed lease within the corporate limits of the city that documents in writing continuous business residence within the corporate limits of the city for a term of no less than twelve (12) months immediately preceding the date bids or Responses were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee; **and**
- 3) Has had for a minimum of twelve (12) months immediately preceding the date bids or Responses were received for the purchase or contract at issue, a current Business Tax Receipt issued by both the city and Miami-Dade County, if applicable; **and**
- 4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or Responses were received for the purchase or contract at issue, any license or certificate





of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; **and**

5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or Response to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or Response.

### **3.7 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted Proposer/Bidder list following a conviction for a public entity crime may not:

- a) submit a Response to provide goods or services to a public entity;
- b) submit a Response for the construction or repair of a public building or public works project;
- c) submit a Response on a lease of real property to a public entity;
- d) perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity;
- d) transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted Bidder/Respondent list. § 287.133, Florida Statutes, as amended.

### **3.8 RESOLUTION OF PROTESTS**

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 through 18-107 of the City Code (Article III, Chapter 18, City Code City of Miami - Procurement Ordinance,) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THESE REQUIREMENTS.**

### **3.9 REVIEW OF RESPONSES FOR RESPONSIVENESS**

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

### **3.10 COLLUSION**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department.





The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

### **3.11 CLARIFICATIONS**

The City reserves the right to request clarification, including, but not limited to, requesting additional documentation after the Response due date for the submission of Responses.

### **3.12 KEY PERSONNEL**

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

### **3.13 ADDITIONAL TERMS AND CONDITIONS**

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



## **SECTION 4**

### **4.0: INSTRUCTIONS FOR SUBMITTING A RESPONSE**

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

#### **4.1 Submission Requirements**

Each Response must contain the following documents and form required by Sections 4.1 A&B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1B. 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 are not to 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 Response. Double sided printing is permitted provided that the Response complies with the format set forth in 4.1B.

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

#### **A. CONTENTS OF QUALIFICATION STATEMENT:**

##### **1. Table of Contents**

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

##### **2. Response Letter**

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



**3. Narrative**

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

**4. Qualifications of the Proposer**

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

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

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.

**6. Resumes**

A one (1) page resume is required for all key personnel which reflect each individual's education, experience and qualifications as they relate to this solicitation.

**7. Team Organizational Chart**

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

**8. Qualifications of Senior Project Engineer**

The individual **must** have a minimum of six (6) years experience and have served as the lead Senior Project Engineer on five (5) completed project of similar size, scope and complexity. Failure to meet the specified requirement will result in the Response being deemed non-responsive.

Proposers shall complete and submit Form(s) RFQ-PM-(CEI) for the Senior Project Engineer for this section of its Response.

Proposers shall submit Form RFQ-PM-R-(CEI) for each Form RFQ-PM – (CEI) submitted. **(List 5 projects)**

A one page resume is required to be submitted that reflects the Senior Project Engineer's education, experience and qualifications.

**9. CEI Philosophy, Methodology and Process**

Proposer(s) shall complete and submit Form RFQ-CEI-PMP for this section of its Response. Proposer(s) shall include a brief explanation of its CEI philosophy, methodology & process as it relates to this Project.



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. **(2 page maximum)**

**10. Technical Capabilities**

Proposers shall complete and submit Form RFQ-T for this section of its Response. **(2 page maximum)**

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
- Computer aided design and drafting capabilities
- Capacity to provide on-call services in a timely manner
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements

**(2 page maximum)**

**11. Project Experience for Proposer – Past Five (5) Years:**

Proposers shall complete and submit Form RFQ-PP-(CEI) for this section of its Response. For each Form RFQ-PP-(CEI) submitted, Form RFQ-PP-R-(CEI) must also be submitted with the Response. Proposers shall only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. **(List 5 projects).**

Provide a comprehensive summary of the Proposers construction engineering and inspection services experience. The firm **MUST** have a minimum of five (5) years experience and have served as the lead on similar projects on a five (5) previous occasions. A list of projects of similar size, scope and complexity must be submitted. Information should include; client's name, address, phone number, description of work, and the year the project was completed. **Failure to meet the five (5) year minimum requirement will in and of itself result in the Response being deemed non-responsive.**

Proposers 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. Proposers shall only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. **(List 5 projects)**



**12. Agreement Provisions (Exhibit “A”)**

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 Response is returned without comments it will be deemed that the Proposer(s) has no comments or exceptions to the draft Agreement. If the Proposer(s) has no comments, a statement to that effect shall be included in the Response in this section. As noted certain sections of the Professional Services Agreement (“PSA”), including, without limitation, Hold Harmless/Indemnity, Insurance, Cancellation for Convenience, Funding Out, Ethics, Public Records, Sunshine, Lobbying and Compliance with Laws Sections are long standing City practices and cannot be modified.**

**13. Acknowledgment of Addenda**

Sign **and** return copies of each addendum signature page.

**14. Proposer Information Forms (Section 6.0)**

Sign and return each of the Proposer Information Forms.

**15. Form A – Joint Venture (If applicable)**

**16. Community Business Enterprise Forms - Mandatory**

- Letter of Agreement(s) (LOA)
- Form C-1 List of Sub-consultants\*
- Certificate of Compliance

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

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



**B. Response Submission Format:**

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

[www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/RFQ\\_Forms.asp](http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/RFQ_Forms.asp)

**Section A**

1. RFQ-PL – Response Letter
2. RFQ – N – Narrative
3. RFQ – QP – Qualifications of Proposer(s)
4. RFQ-QT – Qualifications of Team
5. RFQ-WC – Workload Capacity
6. Resumes of Key Personnel
7. Team Organizational Chart
8. RFQ-PM-(CEI) – Qualifications of Senior Project Engineer
9. RFQ-PM-R-(CEI) – Senior Project Engineer Reference Forms
10. Resume of Senior Project Engineer

**Section B**

1. RFQ-CEI-PMP – CEI Philosophy, Methodology & Process
2. RFQ-T – Technical Approach

**Section C**

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

**Section D**

1. Professional Service Agreement (“PSA”) Provisions (Exhibit A)
2. Acknowledgment of Addenda
3. Proposers Information Forms (Section 6.0)
4. Form A – Joint Venture (if applicable)

**Section E**

1. Letter of Agreement (LOA) 1 pg for each Sub-consultant firm
2. Form C-1 List of Sub consultants
3. Certificate of Compliance
4. Copies of CBE certification for Prime (if applicable)
5. Local Office Certification (if applicable)



## 4.2. Response Submission

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

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

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

**RFQ No. 12-13-030**

### **Miscellaneous Construction Engineering & Inspection Services**

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

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

#### **SUBMITTAL GUIDELINES**

##### **1. General**

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

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

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

Proposers must clearly reflect in its Response any Sub-Consultants proposed to be used, and provide for the Sub-Consultant the same information required of the



Proposer. The City retains the right to accept or reject any proposed Sub-Consultants.

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

It is the policy of the City that the Successful Proposers register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City. Should the Successful Proposer not be currently listed on the City’s Proposer/bidder’s list, they may register via the internet at: <http://egov.ci.miami.fl.us/bids/bids.asp>. For any questions, contact the Purchasing Department at (305) 416-1900. Proposers may be registered as a Bidder/Vendor prior to submitting its Response. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.





## **SECTION 5**

### **5.0 EVALUATION/SELECTION PROCESS**

#### **A. Evaluation Procedures**

The procedure for Response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by City staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all documents required.
5. Review by professional staff and/or Selection Committee certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the City Manager, shall meet to evaluate each responsive Response in accordance with the requirements of this RFQ. The Committee will select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three Responses are received. At the Committee's option, they may decide to hold brief presentations and interview sessions with all Proposers or Shortlisted firms.
7. The Selection Committee forwards its recommendation to the City Manager, listing the Proposers in rank order.
8. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation and authorize CIP to enter into negotiations with the top ranked firm, request that the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation. Upon approval of the Committee's recommendation the Proposers will be listed in rank order on the CIP webpage, <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.
9. Upon successful negotiation of an Agreement, CIP will forward the recommended Agreement to the City Manager for approval and the City Manager upon acceptance of the negotiated Agreement will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Selection Committee and the award of the Agreement. Where CIP is not able to successfully negotiate an Agreement with the top ranked Proposers CIP will recommend to the City Manager that such negotiations be terminated and that CIP enter into negotiations with the next ranked Proposer until an Agreement is negotiated or all Responses are rejected.



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



## **B. EVALUATION CRITERIA**

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

- |   |                   |
|---|-------------------|
| ➤ Proposer Experience and Qualifications  | Maximum 35 points |
| ➤ Proposer Team Experience                | Maximum 35 points |
| ➤ Experience of Senior Project Engineer   | Maximum 10 points |
| ➤ CEI Philosophy, Methodology and Process | Maximum 10 points |
| ➤ Technical Capabilities                  | Maximum 10 points |

## **C. BONUS POINTS – COMMUNITY BUSINESS ENTERPRISE (“CBE”) PARTICIPATION**

- Five (5) Bonus points will be awarded to Proposer(s) who agree to use Miami-Dade County CBE Firms from within the City of Miami municipal boundaries.
- Agreement to assign  $\geq 15\%$  of the contract value to certified CBE firms that maintain a “Local Office,” as defined in City Code Section 18-73, as amended.

**SECTION 6**

**6.0 RFQ RESPONSE FORMS**

**6.1. RFQ INFORMATION FORM**

**RFQ No.: 12-13-030 Miscellaneous Construction Engineering & Inspection 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 \_\_\_\_\_

\_\_\_\_\_, 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. FAILURE TO SIGN THIS FORM SHALL DISQUALIFY YOUR RESPONSE. ADDITIONALLY, THIS FORM IS REQUIRED OF ALL SUB CONSULTANTS LISTED ON THE PROPOSER'S TEAM AND FORMS SIGNED BY A REPRESENTATIVE OF EACH FIRM SHALL BE SUBMITTED WITH THE PROPOSERS' RFQ PACKAGE**

6.4 CERTIFICATE OF COMPLIANCE WITH ORDINANCE 13331

I, \_\_\_\_\_, hereby certify that:

i) I am the \_\_\_\_\_ (President/Secretary or Principal) of \_\_\_\_\_ (Proposer Firm);

ii) I have read City of Miami Ordinance 13331;

iii) (Proposer Firm) \_\_\_\_\_ hereby agrees to assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Business Enterprise ("CBE");

OPTIONAL:

iv) (Proposer Firm) \_\_\_\_\_ hereby agrees to make assignments pursuant to Item iii), above, to Certified CBE firms who maintain a "Local Office", as defined in City Code Section 18-73;

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

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Certificate of Compliance with Ordinance 13331 on behalf of Proposer Firm named therein in favor of the City.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_ Notary Public, State of Florida at Large

\_\_\_\_\_ Bonded by \_\_\_\_\_

Information for Determining Joint Venture Eligibility – Form A

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

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms that comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as: \_\_\_\_\_

(1) Estimating: \_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_

\_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_

\_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_

\_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_

\_\_\_\_\_

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

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venturer relevant to the joint venture, by authorized representatives of the County. Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form A



## CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: RFQ 12-13-030

Solicitation Title: Misc. Construction Engineering and Inspection Services

\_\_\_\_\_(Bidder/Proposers) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

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

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or Responses were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or Responses were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or Responses were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or Responses were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or Responses were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or Responses were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or Response to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or Response.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Bidder/Proposer(s) Local Office Address:

---

Does Bidder/Proposer(s) conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	_____ YES _____ NO
If Bidder/Proposer(s)'s Local Office tenancy is pursuant to a lease, has Bidder/Proposer(s) enclosed a copy of the lease?	_____ YES _____ NO _____ N/A
Has Bidder/Proposer(s) enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	<p>City of Miami: _____ YES _____ NO _____ Exempt</p> <p>Cite Exemption:</p> <p>_____</p> <p>_____</p> <p>Miami-Dade County: _____ YES _____ NO _____ Exempt</p> <p>Cite Exemption:</p> <p>_____</p> <p>_____</p>
Has Bidder/Proposer(s) enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer(s)'s business operations?	_____ YES _____ NO

**Bidder/Proposer(s)'s signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.**

\_\_\_\_\_  
 Print Name (Bidder/Proposer(s) Authorized Representative)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Certified to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification

\_\_\_\_\_

Type of Identification Produced \_\_\_\_\_