



*City of Miami*

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**REQUEST FOR QUALIFICATIONS**

**MARLIN STADIUM SITE PARKING  
THRESHOLD INSPECTION SERVICES**

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**RFQ NUMBER  
09-10-015**

**ISSUE DATE  
MARCH 12, 2010**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE  
MARCH 26, 2010**

**RESPONSE SUBMISSION DATE  
APRIL 5, 2010  
10:00 AM**

**CONTACT**  
Mayren Franco  
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**

#### **MARLIN STADIUM SITE PARKING THRESHOLD INSPECTION SERVICES**

**RFQ NO: 09-10-015**

**Completed Responses must be delivered** to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 10:00 AM, on Monday, April 5, 2010** ("Response Submission Date"). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after **Friday, March 12, 2010**, from the City of Miami, 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 the receipt of any addendum and it is recommended that firms periodically check the CIP webpage for updates and the issuance of addenda.

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

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

Carlos A. Migoya, City Manager

DP No. 000821



## 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.”

#### 1.2. Agreement Terms and Conditions

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

#### 1.3. Submission of Responses

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

#### 1.4. Cone of Silence

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

Written communications may be in the form of fax, mail or e-mail to Mayren Franco at 444 S W 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor, Miami, FL 33130, Fax 305 -416-2153, e -mail [mfranco@miamigov.com](mailto:mfranco@miamigov.com) with a copy to the Office of the City Clerk at [marcia@miamigov.com](mailto:marcia@miamigov.com).

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided herein) regarding this RFQ until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFQ shall be cause for rejection of your Proposal.

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

#### 1.5. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the



Proposer's name, the RFQ number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM on Friday, March 26, 2010**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

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

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

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

#### **1.7 Agreement Execution**

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

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

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



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

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

### **1.8 Unauthorized Work**

The Successful Proposer(s) shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

### **1.9. Submittal Instructions**

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

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

### **1.10. Changes/Alterations**

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

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

**No Subconsultants are permitted on this Project. All personnel must be directly employed by the Proposer.**

### **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 Office of Capital Improvements Program in the manner prescribed in the



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

### 1.13. Disqualification

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

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Response submitted by a Proposer who is in arrears, e. g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

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

The City reserves the right to reject Responses submitted by Limited Liability corporations.

### 1.14. Proposer's Expenditures

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



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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 the services of an Architectural or Civil Engineering firm to provide threshold inspection services for this Project. The Proposer must be able to perform every element of the scope of services as outlined below and in Exhibit A of the proposed Agreement.

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

Consultant shall provide all threshold services required by the Florida Building Code, and the City of Miami for the Project. Further information on the Scope of Services is provided in Exhibit B. Proposer shall determine the level and number of personnel required for this Project based on the information contained in the RFQ. Exhibit C provides a draft summary schedule for the construction of the parking structures. Exhibit D provides a schematic drawing of the Project and Exhibit E provides a Threshold Inspection Plan.

#### **2.3. Project Scope of Work**

The Marlin Stadium Site Parking Project 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.

This Project has significant site constraints as the Marlin Stadium and Public Infrastructure work, which is being performed by others, will also be under construction during the construction of this Project. As such, the Successful Proposer will be required to comply with the Construction Manager at Risk's security and safety plans. The Construction Manager at Risk is Suffolk Construction Company.



During construction of the Project, it is anticipated that at periods of time more than one parking structure will be under construction.

**Parking Structures:**

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

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

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

The exterior of the Parking Structures will be a combination of precast and cast in place panels.

**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.



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

#### 3.2. Legal Requirements

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

#### 3.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s), or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

#### 3.4 Business Tax Receipt/Occupational License Requirement

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

#### 3.5 Minimum Qualification Requirements

The Proposer(s) must have a minimum of five (5) years experience under its current name and ownership providing threshold inspection services as stipulated in Florida Statute 287.055 (CCNA). The Proposer must have a proven record of successfully providing such services.

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



The Special Inspector(s) (“Threshold Inspector”) shall be certified in accordance with the current requirements of the Statutes of the State of Florida and Building Code and all requirements of the Board of Building Codes and Standards. The Threshold Inspector shall have a minimum of seven (7) years experience in the special inspection of similar structures. The Threshold Inspector’s representative shall have a minimum of five (5) years in the inspection of similar structures and shall be qualified by education and licensure to perform the duties assigned by the Threshold Inspector. These qualifications shall include licensure as a professional engineer or architect, graduation from an engineering education program in engineering, successful completion of NCEES Fundamentals Examination, or registration as a building inspector or general contractor.

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

Each firm interested in responding to this RFQ must provide information on the firm’s qualifications and experience, qualifications of the project team, members and staff, Special Inspector’s experience, and previous work of similar size, scope and complexity. See Section 4.0 “Instructions for Submitting a Response: Submission Requirements” for further direction. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process.

### **3.6 Public Entity Crimes**

A person or affiliate who has been placed on the convicted Proposer/Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

### **3.7 Resolution of Protests**

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 through 18-107 of the City Code (Ordinance No. 12271- Procurement Ordinance) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party’s right to file a protest. **NO EXCEPTIONS TO THESE REQUIREMENTS.**



### **3.8 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures/attachments as required on each document.

### **3.9 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

### **3.10 Clarifications**

The City reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

### **3.11 Key Personnel**

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



## **SECTION 4**

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

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

#### **4.1 Submission Requirements**

Each Response must contain the following documents and forms 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 and not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 4.1 B.

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

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

##### **1. Proposal Letter**

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



2. **Narrative**

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

3. **Qualifications of the Proposer**

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

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

Firm shall complete and submit Form RFQ-QT for this section of its Response. Form RFQ-WC is to be completed for each of the Key Personnel identified in Form RFQ-QT. An organizational chart of the Project Team shall be provided along with a one page resume each member of the Proposer's Team.

Proposer shall also submit Form(s) RFQ-SI for each Special Inspector. Form RFQ-SI-R shall be submitted for each Form RFQ-SI submitted. ***(List no more than 3 projects)***

5. **Proposer's Approach and Process**

Proposer shall complete and submit Form RFQ-PAP for this section of its Response. Proposer shall include an explanation of the following: ***(3 page maximum)***

- Internal Quality Control Process
- Plan for Controlling Costs
- Labor Projections
- Reporting Process
- Communication Process
- Response to requests for inspection, including timeframes if not on site, after hours, and on weekends.
- Plan for Staffing Redundancy (such as for night or weekend work, or when primary assigned staff is sick or on vacation)

6. **Project Experience Past Five (5) Years:**

Proposer shall complete and submit Form RFQ-PP-SI for this section of its Response. For each Form RFQ-PP-SI submitted Form RFQ-PP-SI-R must also be submitted with the Response. Proposer shall only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. ***(List no more than 5 projects)***

7. **Agreement Provisions**

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the City in Microsoft Word format with comments reflected by "red-lining"



the original document utilizing the tracking feature. The Microsoft Word document must be included in the proposal in both printed format and electronically on a CD-ROM. **The City will only consider the identified comments and exceptions during negotiations. Where a proposal is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement.**

## **8. Acknowledgment of Addenda and Proposer Information Forms**

### **B. Response Submission Format**

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

#### **Section A**

The following documents shall be included in the order listed.

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. RFQ – QP – Qualifications of Proposer
4. RFQ-QT – Qualifications of Proposer’s Team
5. Team Organizational Chart
6. Resumes of Key Personnel (except Threshold Inspector)
7. RFQ-WC- Workload Capacity

#### **Section B**

1. RFQ-SI – Qualifications of Special Inspector
2. RFQ-SI-R – Special Inspector’s Reference Forms
3. Resume of Threshold Inspector

#### **Section C**

1. RFQ-PAP – Proposer’s Approach & Process

#### **Section C**

1. RFQ-PP-SI – Proposer’s Project Experience
2. RFQ-PP-SI-R – Proposer’s Reference Forms

#### **Section D**

1. Agreement Provisions
2. Acknowledgment of Addenda and Proposer Information Forms



#### 4.2. Response Submission

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

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

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

**RFQ No. 09-10-015**

#### **Marlin Stadium Parking Structure Threshold 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 Responses of the Successful Proposer(s) may be included as part of the Agreement, at the City's discretion.

#### **SUBMITTAL GUIDELINES**

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

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

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



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

Proposer must clearly reflect in its Response any Sub-Consultants proposed to be used, and provide for the Sub-Consultant the same information required of the Proposer. The City retains the right to accept or reject any proposed Sub-Consultants.

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

It is the policy of the City that requirement that the Successful Proposers register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City. Should the Successful Proposer not be currently listed on the City's Proposer/bidder's list, they may register via the internet at: <http://egov.ci.miami.fl.us/bids/bids.asp>. For any questions, contact the Vendor Registration Section at (305) 416-1913. Proposers may be registered as a Bidder/Vendor prior to submitting its Response. Proposers that do not comply with this requirement will result in the rescission of the recommendation for award and the RFQ being rejected. It is the sole responsibility of the Proposer(s) to insure that they are properly registered with the City.



## **SECTION 5**

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

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

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by City staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all documents required.
5. Review by professional staff and/or Selection Committee certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the City Manager, shall meet to evaluate each responsive Response in accordance with the requirements of this RFQ. The Committee will select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three Responses are received. At the Committee's option, they may decide to hold brief presentations and interview sessions with all Proposers or Shortlisted firms.
7. The Selection Committee forwards its recommendation to the City Manager, listing the Proposers in rank order.
8. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation and authorize CIP to enter into negotiations with the top ranked firm, request that the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation. Upon approval of the Committee's recommendation the Proposers will be listed in rank order on the CIP webpage, <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.
9. Upon successful negotiation of a final Agreement, CIP will forward the recommended Agreement to the City Manager for approval and the City Manager upon acceptance of the negotiated Agreement will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Selection



Committee and the award of the Agreement. Where CIP is not able to successfully negotiate an Agreement with the top ranked Proposer(s) CIP will recommend to the City Manager that such negotiations be terminated and that CIP enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.

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



## **B. EVALUATION CRITERIA**

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

- |                                   |                   |
|-----------------------------------|-------------------|
| ➤ Proposer's Qualifications       | Maximum 30 points |
| ➤ Proposer's Team Experience      | Maximum 40 points |
| ➤ Proposer's Approach and Process | Maximum 15 points |
| ➤ Proposer's Experience           | Maximum 15 points |

**SECTION 6**

**6.0 RFQ RESPONSE FORMS**

**6.1. RFQ INFORMATION FORM**

**RFQ No. 09-10-015: Marlin Stadium Parking Structure Threshold 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\_\_\_\_, and the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ 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 \_\_\_\_\_, 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 ha ve hereunto s et m y ha nd t his , 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 bus iness 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 or 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**