



City of Miami

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES FOR THE DESIGN AND CONSTRUCTION AT MOORE PARK

RFP NUMBER

09-10-007

ISSUE DATE

December 23, 2009

PRE-PROPOSAL MEETING

JANUARY 11, 2010 AT 10:00 A.M. (NON-MANDATORY)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

JANUARY 18, 2010

RESPONSE SUBMISSION DATE AND TIME

January 27, 2010 at 2:00 PM

CONTACT

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



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SECTION 1

1.0: INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”). The City of Miami (the “City”), through its Capital Improvements Program (“CIP”) invites responses (“Responses”) which offer to provide the services described in Section 2.0: “*Scope of Services.*”

Copies of the solicitation are available on the CIP webpage by visiting www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp.

1.2. Submission of Responses

Proposers submitting a response to this RFP must submit both a (1) Technical Response and a (2) Price Response based upon the design criteria set forth in the attached design criteria package (Exhibit A).

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

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 Section 4 of the RFP in order to be considered responsive. Faxed documents are not acceptable. One (1) original and seven (7) copies plus one (1) copy in digital form (on CD-ROM in .pdf format), of your Response must be timely received by the City or your Response may be disqualified.

1.3. Cone of Silence

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

Written communications may be in the form of fax, mail or e-mail to Cecelia Wilson, at 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130. Fax 305-416-2153, e-mail cwilson@miamigov.com with a copy to the Office of the City Clerk at marcia@miamigov.com. Oral communications are not permissible. See “Cone of Silence” Ordinance for details.

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

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



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1.4. Pre-Proposal Conference

A **non-mandatory** pre-proposal conference (“Conference”) meeting will be held on January 11, 2010 at 10:00 A.M. The conference will be held at Simpson Park located at 55 S.W. 17th Road, Miami, Florida. Prospective Proposers should attend this meeting to obtain information relative to the RFP. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Proposer’s Response being rejected as non-responsive.

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 1.3 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer’s name, the RFP number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 P.M. on Monday, January 18, 2010**. Late or mis-delivered requests will not receive a reply.

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

Addendum(s) will only be made available on the CIP webpage and it is the Proposer's sole responsibility to assure receipt of all addenda. Prior to submitting the Response, the Proposer should check the CIP webpage for all addenda:

www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp.

1.6. Contract Terms and Conditions

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

1.7. Price Proposal

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

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

1.8 Proposal Bond

A Proposal bond in the amount of **\$15,000** shall be submitted with the Technical Proposal portion of the Response and a Payment and Performance bond are a requirement of the Agreement. The awarded Design-Builder shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of design



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fees, as a condition precedent to Contract execution by the City. Further details on the Proposal Bond and the Performance/Payment bonds are included in the attached (Exhibit B), which provisions are incorporated into and made a part of this RFP. Failure to comply with these provisions will result in the forfeiture of the Proposal Bond and of any eligibility to be considered for award of a Contract. No plea of a mistake in the Response or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery, offset or recoupment of its Proposal security or as a defense or a separate claim to or in any civil action.

Failure to include the Proposal Bond as part of the Technical Response will result in the rejection of a response as non-responsive. **Do not** include the Proposal Bond with the Price Proposal as the Response will be rejected as non-responsive, as the Price Proposal will not be opened until after the Evaluation Committee has completed its evaluation of the Technical Proposals.

1.9 Award of a Contract

A Contract 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 Contract is attached hereto as Exhibit B and it is hereby incorporated into and made a part of this RFP. The City reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the City's best interests. The City does not represent that any award will be made.

1.10 Contract Execution

By submitting a Response, the Proposers agree to be bound to and execute the Contract for Design-Build Services for the Design and Construction of Gibson Park. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Contract for City's consideration. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Contract during the negotiation process.

1.11 Unauthorized Work

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

1.12. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **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 RFP number and opening date clearly noted on the outside of the envelope.



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1.13. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the point of contact specified in Article 1.3, Cone of Silence. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

1.14. Subconsultant(s)

A Subconsultant is an individual or firm who has a contract with the Proposer to assist in the performance of services required under this RFP. A Subconsultant shall be paid through Proposer and not paid directly by the City. Subconsultants are allowed by the City in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Response the major Subconsultants to be utilized in the performance of required services. For purposes of this section major Subconsultants shall mean the professional services firm who shall serve as the primary professional services firm and will contract for and supervise all other professional services firms. The City retains the right to accept or reject any Subconsultant proposed in the Response of Successful Proposer(s) or proposed prior to Agreement execution. Any and all liabilities regarding the use of a Subconsultant shall be borne solely by the Successful Proposer(s) and insurance for each Subconsultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Subconsultants are considered to be employees or agents of the City. Failure to list all major Subconsultants and provide the required information may disqualify any proposed Subconsultants from performing work under this RFP.

1.15. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to CIP in the manner prescribed in RFP Section 1.4. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.16 Small Business/Local Workforce Participation

Proposers are encouraged to maximize the use of small Local businesses and Local workforce in the design and construction of this Project. While no specific goals have been established the City must work with Miami Works, which is the construction workforce segment of the City of Miami Citywide Collaborative Workforce Initiative Master Plan entitled "Employ Miami", created pursuant to Resolution No. 09-0227, adopted by the Miami City Commission on May 14, 2009.

To qualify as a small business the firm must be certified as a Community Small Business Enterprise (CSBE) as certified by Miami-Dade County's Small Business Development and the firm must also meet the definition for "Local Office" stated below.

A Local small business must meet the definition of "Local Office" under Section 18-73 of the City of Miami Code. Local workforce means a resident in the City of Miami for a minimum of six (6) months prior to the date of hiring.



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1.17. Disqualification

This RFP requires the use and submission of specific City Forms. In addition, the RFP requires the submission of additional documents and information. These are must type requirements for being considered responsive. 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. Modification of, retyping, or any alterations to the City Forms will result in the rejection of a Response as non-responsive.

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

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

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open or liquidated claim against a Proposer for monies owed the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City contract or agreement, or has been debarred by an federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

1.18. Proposer's Expenditures

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

1.19. Inspection of Site

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



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1.20. Agreement Terms and Conditions

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

1.21. Execution of Proposal

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

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



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SECTION 2

2.0: RFP SCOPE OF SERVICES

2.1. Purpose

The City of Miami is seeking to procure a qualified and experienced design-build team for the purposes of design and construction of renovations to Gibson Park.

2.2. Project Location

Moore Park is located at 765 NW 36th Street, Miami, Florida

2.3. Project Scope of Work

The Scope of Work for the design and construction of the project consists of the following components:

1. New 2-story community center building that will include offices, workroom and multipurpose rooms.
2. New daycare center for approximately 45 children, including outdoor playground area and curb cut entry on NW 36th Street. This item must be completed as an early phase of the work.
3. New driveway and parking lot for approximately 80 vehicles including drainage, lighting and landscaping.
4. New basketball courts with sports lighting.
5. Site amenities that include walkway connectors between all park facilities.
6. New open park area that include security lighting, site furniture, pavilions and landscaping.
7. Relocation of underground utilities and new infrastructure to all new and future facilities.
8. Demolition of existing Recreation Building, meter room building and existing parking lot.

The existing Tennis Center & Baseball field on the Eastern side of the park and the Football field on the Western side are to remain operational.

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

At this time the City will only be considering Responses for the award of Phase 1. The City reserves the right to negotiate prices and award Phases 2 to the Successful Proposer at a later date or the City may issue a new solicitation for subsequent Phases.



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2.4 LEED Certification

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

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

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

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



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SECTION 3

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

3.2. Legal Requirements

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

3.3. Non-Appropriation of Funds

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

3.4 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.

3.5. Minimum Qualification Requirements

The City of Miami is seeking to procure a qualified and experienced team, having a General Contractor as the lead firm. The General Contractor must possess a minimum of **five (5) years** experience, under its current business name. The Proposer must have a proven record of successfully completing two park projects where the value of the each project exceeded \$4,000,000 million.

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



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name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A minimum of three (3) references from Owner's of the project(s) of a similar, size, scope, and complexity that have been completed are to be included in the Response. The Proposer must utilize Form RFP-PP-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.

Two of the projects must be park projects that meet the \$4,000,000 threshold stated above. One of the three referenced projects must be a LEED Certified project. This one project does not have to be a park project but it must exceed \$3,000,000 in construction value. To be considered "completed," the Project must have received its LEED certification or **all** of the required documentation, inclusive of all construction documentation, must have been submitted to obtain the LEED certification. Either the Proposer or Primary Consultant (Architect/Engineer of Record) can meet the LEED requirement.

Additional requirements concerning LEEDS are contained in Article 3.11, Key Personnel.

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, Project Manager'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. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response".

For the City to consider a project as complete the project a temporary or final Certificate of Occupancy or Certificate of Use must have been issued by the respective Building Department. Copies of these Certificates must be submitted for each project being submitted to demonstrate meeting the Minimum Requirements.

3.6. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Response, cancellation of the Agreement (if awarded) and may result in Proposer's debarment.



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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 107 of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**

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 RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

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.

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

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

3.12. Audit Rights and Records Retention



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

3.13. Proposal Bond Forfeited/Liquidated Damages

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

3.14. Public Records

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

3.15. Conflict Of Interest

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

3.16. Debarred/Suspended Vendors

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

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

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

3.18. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national



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origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.19. Conflict Of Interest, And Unethical Business Practice Prohibitions

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



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SECTION 4

4.0.: INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

4.1. Submission Requirements

Each Response must contain the following documents and form required by Sections 4.1 A&B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1C. Each section of the Response as stipulated in 4.1C shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations have been established for each City Form as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee. The font size and type for City Forms are set and cannot be changed. Proposer shall use the font style Times New Roman or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

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

A. TECHNICAL PROPOSAL:

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



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contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals.

1. **Proposal Letter (Maximum 1 page)**

Proposer shall complete and submit Form RFP-PL for this section of the Response.

2. **Narrative (Maximum 1 page)**

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

3. **Qualifications of the Proposer**

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

- a. Form RFP-QP
- b. Resume of the principal-in-charge of this Project for the Proposer. **(Maximum 1 page)**
- c. Copies of any federal, State of Florida, county, or local small business certifications identified in Form RFP-QP. (Submit company certification, not personal certifications)
- d. Table of Organization of the Proposer, including names & titles.
- e. Form RFP-WC
- f. Copy of business licenses, including Occupation, and Florida Registration. (Submit company certification, not personal certifications)
- g. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.
- h. Letters from the insurer carrier stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit B, which is the Contract.
- i. Letters from the bonding surety stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit B, which is the Contract.

4. **Qualifications of the Team**

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

Proposers shall also provided the following additional information

- a. A resume shall be included for each of the key personnel's technical qualifications, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity, and experience with Design-Build contracts. In addition, copies of all relevant professional licenses or certifications are to be submitted. **(Maximum of 1 page per resume)**



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- b. Organization chart of the Project Team indicating key personnel and their relationship(s).
- c. Provide a listing of where Key Personnel have worked together previously on projects of a similar size, scope, and complexity identify who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. **(Maximum 1 page)**
- d. Provide a copy of proof of certification and any licenses for the Key Person who will serve as the LEED-AP.

5. Qualifications of Project and Construction Managers

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

6. Project Experience Past Five (5) Years:

Proposer shall complete and submit Form RFP-PP for this section of its Response. Separate forms must be submitted for each Project submitted.

Proposer must also submit Form RFP-PP-R for each Form RFQ-PP submitted. Proposers are only to submit the stipulated number of prior project, which must be of a similar size, scope and complexity.

7. Design and Construction Approach and Process (Maximum 5 pages)

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

Detail the Proposer's understanding and approach to the concept of green design and construction. The team must have embedded in their firm's philosophy a design



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approach and demonstrated practice of “Sustainable Development” that seeks to enhance both the environmental quality and long-term operational efficiency of their design products.

8. Technical Capabilities (Maximum 3 pages)

Firm shall complete and submit Form RFP-T for this section of its Response. Provide a comprehensive explanation of the Project Team’s technical capabilities in the following areas and how they specifically apply to and will be utilized for this Project:

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

9. Project Schedule

The Proposers shall demonstrate adequacy of their proposed project schedule. Identify the “Critical Path” and any “Long Lead Time” items. The schedule shall reflect 14 days for each City review. Schedule must fit on a 8 1/2” X 14” page.

Based on the proposed project schedule provide a project spend down curve. The spend down curve shall fit on an 8 1/2” X 14” page.



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10. **Small Business and Local Workforce Participation** (Maximum 2 pages not including letters of intent)

Firm shall complete and submit Form RFP-SB for this section of its Response relating to the requirements contained in Sections 1.16 and 3.17 of the RFP. Address the process for maximizing the use of Miami-Dade County certified small businesses who are located within the City's boundaries, and the use of local workforce in compliance with Section 18-110, First Source Hiring Agreements. In addition, the Proposer shall address the standards of pay and benefits to be paid to trade workers. This shall include, but is not limited to, identifying if the Proposer will pay wage rates equal to Davis-Bacon rates or greater, such as Miami-Dade County prevailing wage rates, as well as identifying any benefits, such as health and pension to be provided to the trade workers.

Proposer shall include a copy of any letters of intent demonstrating that the Proposer has entered into a written agreement(s) to contract with certified small business if they are awarded the Contract.

11. **Sketches**

Proposers can include up to 3 sketches with a maximum size of 8 1/2" X 14" per page. Sketches must be based on the design criteria and not alternative solutions. The sketches are solely conceptual and the selection of a Proposer does not imply the City's acceptance of the conceptual sketches as the final design or design concept for this Project.

12. **Acknowledgement of Addenda and Proposer Information Forms**

B. **PRICE PROPOSAL**

1. **Proposal Errors**

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

2. **Submission of Price Proposal**

The Price Proposal shall be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form (Section 4 located within Exhibit B). The Price Proposal shall consist of a total lump sum for design and construction of the project described in the Design Criteria package supported by separate costs for design and construction.



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

Price Proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the Agreement to be awarded by the City. The City, at its sole discretion, may conduct further negotiations to determine the final value of the Agreement to be awarded and may request a detailed proposed schedule of values based on the Price Proposal.

4. Cost and Pricing Data

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

- Current audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Scope of work and fee proposal from each Subcontractor supporting the above summary, on Subcontractor's letterhead. The Scope of Work for each Subcontractor must support the Scope of Work of the Agreement.
- Updated information reflecting information resulting from negotiation of the Agreement.

The forms for submission of portions of the information contained above are available on the CIP webpage:

<http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/Work%20Order%20Forms.asp>. Where the City does not provide specific forms to be utilized the Proposer shall provide the information in a format acceptable to the City.

5. Subcontractor/Subconsultants/Supplier Information

Proposers shall list all proposed Subcontractors, Subconsultants and suppliers to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), dollar amount of work, and



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the any small business certification by Miami-Dade County. Form C-1 is provided for this information regarding design and contract management, and Form C-2 is provided for this information regarding the construction of the Project. Proposers shall not change any Subcontractors or Subconsultants without just cause and approval by the County. Form C-2 will be used to determine the value of bonus points awarded for maximizing the use of certified small business firms. Only business certified by Miami-Dade County whose business headquarters are within the City of Miami's Community Development Agency's boundaries will be considered in determining the bonus point awarded.

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such substitution, for any reason, after receipt of the Response, and prior to award by the City, shall result in disqualification of the Response from further consideration for award.

6. Schedule of Values

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

7. Evaluation of Price Proposal

The Price Proposal submission will be assigned a maximum of fifteen (15) points by each Evaluation Committee member. The Price Proposal will be evaluated in the following manner:

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

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

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



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C. Response Submission Format

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

Section A

1. RFP-PL – Proposal Letter
2. RFP – N – Narrative

Section B

1. RFP-PM – Qualification of Proposer
2. RFP-WC – Workload Capacity
3. 3a-3h for Section 4.1A
4. Form D – Joint Venture (if applicable)

Section C

1. RFP-QT – Qualifications of Team
2. 4a-4c from Section 4.1A (excluding resumes for Project & Construction Superintendent)

Section D

1. RFP-PM – Qualifications of Project Manager
2. RFP-PM-R – Project Manager's Reference Forms
3. Resume of Project Manager
4. RFP-CM – Qualifications of Construction Superintendent
5. RFP-CM-R – Construction Superintendent's Reference Forms
6. Resume of Construction Superintendent

Section E

1. RFP-DB-PP - Proposer's Project Experience
2. RFP-DB-PP-R- Proposer's Project Experience Reference Form

Section F

1. RFP-DAP – Design & Construction Approach & Process
2. RFP-T – Technical Capabilities
3. RFP-SB – Small Business & Local Workforce Participation

Section G

1. Project Schedule
2. Spend down curve

Section H

1. Sketches

Section I

1. Comments & suggestions on Exhibit B (Contract), if any.
2. Acknowledgement of Addenda and Proposer Information Forms

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

Section A



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1. Price Form

Section B

1. Form C-1 – List of Subconsultants
2. Form C-2 – List of Subcontractors

Section C

1. Schedule of Values



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4.2. Response Format

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

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

Responses must be **clearly marked on the outside of the package(s)** referencing

RFP No. 09-10-007

**REQUEST FOR DESIGN-BUILD SERVICES FOR THE DESIGN & CONSTRUCTION
AT MOORE PARK, B-35887**

Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses are to remain valid **for at least 120 days**. Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the City's discretion.

SUBMITTAL GUIDELINES

1. General

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

Joint venture firms must complete and submit with their Response the form titled "Information for Determining Joint Venture Eligibility", (Form D) 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 D, along with an attached written copy of the joint venture agreement may result in disqualification of your Response.

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

It is prospective requirement that the successful Proposers register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City.



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Should the successful Proposer not be currently listed on the City's Proposer/bidder's list, they may register via the internet at:

<http://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp>.

For any questions, contact the Vendor Registration Section at (305) 416-1902. Proposers shall be registered as a Bidder/Vendor prior to submitting its Response. Proposers that do not comply with this requirement will result in the rescission of the recommendation for award and the RFP being rejected. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.



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SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by City staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by City Staff and/or Selection Committee to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the City Manager, shall meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the Fee Proposal will be opened by City staff at the Selection Committee meeting.
8. City staff will calculate the score for each Fee Proposal in accordance with the methodology stated in Section 4 and advise the Selection Committee.
9. City staff will then total the score of each Proposer and advise the Selection Committee of each Proposer's combined score.
10. The Selection Committee forwards its recommendation of the most qualified Proposer to the City Manager inclusive of the ranking of the Responses.
11. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation 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>.



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12. 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 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 a Contract is negotiated or all Responses are rejected.
13. If required, 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:

- | | |
|--|-------------------|
| ➤ Qualifications & Experience of Proposer | Maximum 25 points |
| ➤ Qualifications & Experience of the Team | Maximum 35 points |
| ➤ Qualification of Project & Construction Managers | Maximum 10 points |
| ➤ Design & Construction Approach & Process | Maximum 10 points |
| ➤ Technical Capabilities | Maximum 10 points |
| ➤ Local Workforce Participation | Maximum 15 points |
| ➤ Price Proposal | Maximum 15 points |

B. BONUS EVALUATION POINTS

In addition to the above Proposers will be awarded additional points based on the following. A Proposer may receive a maximum of 7 points. To be able to receive these points Proposer must have included Letters of Intent with the Technical Proposal.

1. Use of Certified Subcontractors
 - Utilization of Certified Subcontractors less than 15% of the construction value 0 points
 - Utilization of Certified Subcontractors between $\geq 15\%$ of the construction value 2 point
2. Completion of LEED Certified Projects (Completion shall mean the Project has received its LEED certification or **all** of the required documentation has been submitted to obtain the LEED certification.



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- Proposer has successfully completed a LEED Silver or greater project 1 point
 - Proposer & Prime Design Firm have together successfully completed a Silver LEED or greater project 2 points
3. Proposer and Primary Subconsultant previously worked together to complete projects exceeding \$4,000,000: 2 park
- Successfully completed two or more design-build park projects 1 point



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SECTION 6

6.0 RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 09-10-007: Design-Build Services for the Design & Construction at Moore Park

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



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CERTIFICATE OF AUTHORITY

(IF CORPORATION)

6.2.1

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



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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



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**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

6.2.3

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



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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.



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(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