



REQUEST FOR QUALIFICATIONS
RFQ #01-19/20

**ARCHITECTURAL, ENGINEERING, PLANNING,
DESIGN AND STAFF SUPPORT SERVICES**

CITY OF MIAMI SPRINGS

CITY COUNCIL

Billy Bain, Mayor
Mara Zapata
Bob Best
Maria Mitchell
Jaime Petralanda, Vice Mayor

CITY ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

OFFICE OF THE CITY CLERK

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CITY OF MIAMI SPRINGS

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Zuzell Murguido
Procurement Specialist II

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) #01-19/20

ARCHITECTURAL, ENGINEERING, PLANNING, DESIGN AND STAFF SUPPORT SERVICES

Pursuant to the Procurement Ordinance of the City of Miami Springs (the “City”), the City hereby gives notice of its intent to solicit sealed qualifications from interested parties in response to this Request for Qualifications # **01-19/20 CITYWIDE ARCHITECTURAL, ENGINEERING, PLANNING, DESIGN AND STAFF SUPPORT SERVICES** (the “RFQ”) to provide the services described herein. Statements of qualifications will be received until **2:30 P.M.(EST) on Wednesday, April 1st, 2020**, by the City Clerk of the

City of Miami Springs at Miami Springs City Hall, 201 Westward Drive, 2nd Floor, Miami Springs, Florida 33166. Submittals shall be clearly marked “RFQ 01-19/20 - CITYWIDE ARCHITECTURAL, ENGINEERING, PLANNING, DESIGN AND STAFF SUPPORT SERVICES.”

Qualification responses will then be transferred to the Council Chambers, at the time, date, and place noted above, and publicly opened. Any responses received after the time and date specified will not be considered and will be returned to the Respondent unopened.

A Mandatory Pre-Bid Conference will be held on **Wednesday, March 18th, 2020 at 9:30 A.M.(EST)** at Miami Springs City Hall, 201 Westward Drive, Council Chambers, 2nd Floor, Miami Springs, Florida 33166, where technical questions will be answered. **The deadline to request any additional information/clarification will be Friday, March 20th, 2020 at 5:00P.M.(EST). Clarifications will be answered by the issuance of an Amendments.**

This Request for Qualification (RFQ) is available on the City’s website at <https://www.miamisprings-fl.gov/procurement/procurement> or upon written request to Zuzell Murguido, Procurement Specialist II, at murguidoZ@miamisprings-fl.gov. All requests must be accompanied by name, address, and telephone number. All inquiries must reference the name and number of this RFQ. No phone calls will be accepted.

Respondents are to deliver one (1) original hardcopy and one (1) electronic copies of the Response, as indicated in this RFQ. The electronic copy shall be in the form of a scanned PDF copy of the original and all materials submitted in the response provided in a compact disc (CD) or jump/flash drive. **No proposal will be accepted without this requirement.**

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFQ, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, and to cancel or withdraw this RFQ at any time. The Respondent who is otherwise competent and submits the response most highly qualified shall be awarded the RFQ, subject to the conditions, limitations and restrictions set forth herein and final negotiations of a mutually acceptable agreement with the City.

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SECTION 1 – GENERAL CONDITIONS AND INSTRUCTIONS

1.1 DEFINITIONS

Affiliates: The term “affiliate” means a predecessor or successor of a contractor under the same, or substantially the same, control or a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term “affiliate” includes the officers, directors, executives, shareholders active in management, employees, and agents of the affiliate. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business entity is an affiliate of another.

Authorized Representative: The user Department’s contacts for interaction regarding contract administration.

Conflict of Interest: Employees of the City may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

Departments: The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Public Works, Procurement and Planning Departments.

Letter of Response (LOR): The letter submittal by the Consultant firm in response to a standard project advertisement is known as the LOR. The Consultant must identify the resources available (or anticipated) for use on the project based on the types of work that are advertised.

Letter of Qualification: On each occasion when the City requires professional engineering services that are not covered by a prequalified standard type of work, the advertisement for such services will require interested Consultants to submit a Letter of Qualification. *Letters of Qualification* are limited to two pages for these types of contracts. The content criteria for this letter will be listed in the project's advertisement. Each letter must contain a listing of key staff, anticipated subconsultants to be used, a work history of similar projects completed by the Consultant (including references and their telephone numbers), and an estimate of the Consultant's current workload or a forecast of the Consultant's ability to assign resources to the project, in addition to any other information requested in the specific project's advertisement.

Longlist: From the LOR or *Letters of Qualifications* received from Consultants in response to an advertisement, the Project Manager, Department designee, or a Technical Review Committee will prepare a longlist of the highest qualified Consultants to be further considered for shortlist. This longlist will contain a minimum of ten Consultants or all qualified responsive respondents if fewer than ten.

Procurement Division: The Division responsible for handling procurement-related issues within the City.

Professional Services Administrator (PSA): The Head of the Professional Services Unit located in each District. For the Central Office, the manager of the Professional Services Section will act as the PSA in addition to other duties. All requests for professional services will be channeled through the appropriate PSU. The Administrator or the Procurement Office Manager will be the Contracting Officer responsible for

ensuring that the acquisition of these services is performed in accordance with these procedures, **Rule Chapter 14-75, F.A.C.** and **Chapter 287, F.S.**

Professional Services: In accordance with **Section 287.055(2)(d), F.S.**, “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. **Sections 337.107** and **337.1075, F.S.**, also allow procurement of right of way services and planning services using the professional services procurement process. Professional services do not include road/bridge construction or maintenance services, design-build services, construction, renovation, repair, modification or demolition services of building or structures, commodities and/or contractual services pursuant to **Section 287.057, F.S.** Non- professional services will not be procured on a professional services contract unless they are incidental to, but necessary for accomplishing the professional services activities identified in the contract scope of services.

Professional Services Unit (PSU): An office, whether Central Office or District, that maintains Department staff responsible for the proper procurement of professional services in its program area.

Project: A project may include the following:

- A. Professional services associated with a specifically identified project.
- B. A grouping of professional service assignments for substantially similar activities where the grouping of assignments provides advantage to the City because of the geographic proximity of the existing or proposed transportation facilities involved, or use of shared resources for multiple projects, or to allow multiple use of a single design concept. The advertisement for a contract for such a grouping will specify the geographical limits and other criteria for assignments and the period during which assignments may be made. Without the approval of an Assistant Secretary, the period of service may not exceed 5 years and total fee may not exceed \$5,000,000.
- C. Miscellaneous minor professional services, performed on a task assignment basis. The total contract fee may not exceed \$1,500,000 and individual assignments may not exceed \$300,000. However, these limits may be exceeded with unplanned cost increases. The period for new assignments will not exceed five years unless extended to complete assignments previously authorized or for post design services for assignments previously authorized.
- D. Professional services provided to the City on a continuing basis with no time limitation except that the contract will provide a termination clause. Continuing contracts for professional services will be restricted in use to services for projects which construction costs do not exceed \$2,000,000 each, or for each study activity when the fee for such professional service does not exceed \$200,000, or for work of a specified nature as outlined in the contract. Without the approval of the Secretary, the period for a continuing contract may not exceed 5 years and total fee may not exceed \$5,000,000.
- E. Professional services of a General Consultant which include the administration, support and management of engineering; architectural; surveying; planning; or right of way acquisition,

relocation, and property management activities. These activities may involve a number of different projects in the Work Program. A General Consultant may not be the Engineer of Record on a project where the fees for design services exceed \$200,000, nor may they be the Construction Engineering and Inspection (CEI) Consultant Engineer on a construction project where the construction costs exceed \$2,000,000. Without the approval of the Secretary, the contract time may not exceed five years. This type of contract is not eligible for federal funding participation. ***Work Program Instructions, Part III - Chapter 26: Project Costing*** provides direction for appropriate use of Work Program versus operating budget for District-wide and General Consultant contracts.

Project Manager and Project Engineer: (Project Manager is used throughout this procedure to mean Project Engineer when applicable.) This is a person in the City who is responsible for the general administration of the professional service contracts and who coordinates activities between the Consultant and the City, assuring that the Consultant provides the specified services at a satisfactory level of quality, in accordance with the terms and conditions of the contract. Additionally, the Project Manager will complete performance evaluations on the Consultant and will initiate necessary actions as the result of the Consultant's non-compliance with the terms and conditions of the contract.

Public Meetings/General Staff Meetings/Exempt Meetings: Any meeting of two or more members of a Technical Review Committee (TRC), advisory committee, or selection committee to discuss their evaluations, conduct deliberations, make recommendations, or take formal action is considered a public meeting and must be open to the public. Reasonable notice of all public meetings must be given prior to the event, and minutes of the meeting must be recorded and maintained in the formal procurement file. Public meeting requirements do not apply to individual decision makers (e.g., one TRC member), fact finding with one TRC member, or general staff meetings. Meetings that are exempt from public meeting requirements do not require advertising and notice during the procurement process. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. It is recommended that the PSU purchase digital voice-recorders and an omni-directional microphone in order to facilitate the process of recording exempt meetings. Two recorders are recommended to be used during exempt meetings. The second recorder will serve as backup, in case the primary recorder malfunctions.

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The following table shall be applied when assessing the status of professional services meetings:

Scope of Services Meeting	Public Meeting
Longlist/Technical Review Committee Meetings- Minimum of ten Consultants or all qualified responsive respondents if fewer than ten.	Public Meeting
Shortlist Meeting- If the longlist and shortlist recommendations were developed by the Technical Review Committee, at least a quorum of the Technical Review Committee members shall attend the Selection Committee meeting, to confirm their recommendations to the Selection Committee. If the Project Manager independently developed the longlist and shortlist recommendations, the Project Manager shall attend the shortlist meeting to confirm their recommendations to the Selection Committee. A Technical Review Committee member/Project Manager may attend the Selection Committee meeting by phone when travel or other circumstances prevent in-person attendance.	Public Meeting
Selection Committee Meetings/Final Selection Meeting- At the minimum, a quorum of the Technical Review Committee members shall be in attendance at the Selection Committee meeting, to confirm the evaluations and scoring to the Selection Committee. A Technical Review Committee member may attend the Selection Committee meeting by phone when travel or other circumstances prevent in-person attendance.	Public Meeting
Oral Presentation / Interviews	Exempt Meeting
Negotiation Strategy Meetings (held with internal staff only)	Public Meeting
Negotiation Meetings	Public Meeting
Debriefing Meeting Following Shortlisting- (Should not occur until after 72-hour protest period has passed.) If debriefing is held with each Technical Review Committee member separately, it will not be held as a public meeting. If debriefing with all Technical Review Committee members present at one time, it should be held as a public meeting. No comparative comments allowed. No exempt documents may be provided to firms, including evaluation comments or LORs. Debriefing Meetings following shortlisting should only occur with non-shortlisted proposers. Consultant shall contact PSU to schedule debriefings. Debriefing with Selection Committee members shall be at the discretion of the Selection Committee members.	As a Public Meeting if all Technical Review Committee members present. Not as a Public Meeting if held with each Technical Review Committee member separately.
Debriefing Meetings with non-selected proposers following Final Selection (Should not occur until after 72-hour protest period has passed.) At this point in time, the firm can meet with all Technical Review Committee members at once or separately without being held as a public meeting. Consultant shall contact PSU to schedule debriefings. Debriefing with Selection Committee members shall be at the discretion of the Selection Committee members.	Not a Public Meeting

Qualifications/Submittal: The written, sealed document submitted by the Respondent in response to this RFQ. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

Respondent/Architect/Engineer (Consultant)/Submitter: Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Selection Committee: This Committee will make both shortlist and final selection decisions. At a minimum, this Committee will be composed of the appropriate Assistant Secretary or his or her designee, (who will serve as Chairperson), the appropriate Director, and the appropriate Office Head or other members appointed by the Chairperson. The Manager of the Procurement Office (or their designee) will serve as Recording Secretary at all meetings. Each voting member of the Committee may appoint an appropriate management level alternate. All Selection Committee must sign a *Conflict of Interest Certification Form*, which will be retained in the contract file.

Selection Committee (District): This Committee will make both shortlist and final selection decisions. At a minimum, the District Selection Committee will be composed of three members: the District Secretary (who will serve as Chairperson), the appropriate Director, and at least one other Director or the appropriate Office Head or other members appointed by the District Secretary. The PSA (or their designee) will serve as Recording Secretary at all meetings. Each voting member of the Committee may appoint an appropriate management level alternate. At every Selection Committee meeting, all Selection Committee members must sign a *Conflict of Interest Certification, Form No. 375-030-50*, copies of which will be retained by the PSU in the individual contract files.

Shortlist: The shortlist consists of no less than three (3) Consultants chosen by a Selection Committee, from whom submittals shall be requested (Written Technical Proposals, Oral Presentations, Interviews, or Expanded LORs).

Successful Respondent/Consultant/Submitter: The Respondent whose statement of qualifications to this solicitation is deemed the most highly qualified. A Respondent will be approved for award by the City Council, and a contract will be negotiated and executed for the provisions of the goods and/or services specified in this RFQ and a Notice of Commencement will be issued.

Technical Review Committee (TRC): A TRC (minimum of three members) will be assigned the responsibility to evaluate LORs, Letters of Qualification, Interviews, Oral Presentations, Expanded LORs, and/or Written Technical Proposals submitted by Consultants. The members of this Committee will be determined by the appropriate Director, or designee. The TRC shall consist of an odd number of members for professional services procurements. Members of the TRC shall be chosen based on their knowledge and expertise as it relates to the nature of the work requested, the complexity of the project, and the availability of personnel to timely review and evaluate submittals. When establishing the members of the TRC, consideration should be given for including technical experts for specialized work as follows:

- A. For bridge design projects involving Category I Bridges, consideration shall be given to including the District Structures Design Engineer or their designee as a member of the TRC.
- B. For bridge design projects involving Category II Bridges, consideration shall be given to including

- the State Structures Design Engineer or his/her designee as a member of the TRC.
- C. For rail corridor projects, consideration shall be given to including the Public Transportation Manager (or the District Rail Corridor Manager), and the State Rail Officer or their designees as members of the TRC.
- D. For projects involving right of way services, consideration shall be given to including the District Right of Way Manager or his/her designee as a member of the TRC.
- E. If a significant portion of the work (greater than fifty percent) of the project involves specialized services, then inclusion of technical experts as described above is required.

The TRC’s responsibilities shall include reviewing the scope of services document prior to evaluating or scoring of project submittals. An even number of evaluators is not permitted on professional services TRCs in order to prevent ordinal ranking ties. Consultant staff may not be members of the TRC. It is permissible for Consultants to serve as technical advisors to the TRC, however, no employee of a Consultant or its affiliate that is competing for a project may serve as a technical advisor for the same project. Participation by employees of other Florida governmental entities on a TRC is acceptable, as long as The City’s participants are in the majority. Private citizens and members of special interest groups are not permitted to serve on TRCs. Standing committees may be established for broad types of work with the Project Manager for each project serving as the chairperson. No member of the TRC may serve on the Selection Committee for the same project. All TRC members must sign a ***Conflict of Interest Certification, Form No. 375-030-50***, which will be maintained in the contract file by the PSU. The ***Conflict of Interest Certification Form*** is required to be completed and signed by the TRC members for every contract acquisition that they participate on, and maintained in the contract procurement file alongside other documentation related to a single contract procurement.

Type of Work - The City has categorized the types of professional services it generally requires into standard types of work listed in ***Rule 14-75.003, F.A.C.*** These types of work are the basis for prequalifying Consultants. Additionally, each advertisement for professional services will indicate both the major and minor (if applicable) types of work to be requested. When considering Consultants for shortlisting, the Consultant or team of Consultants (listed in a LOR) must be qualified or have submitted a qualification package by the response due date, for all major types of work listed in an advertisement. Further, the major types of work will be the criteria used to generate computer reports for longlisting and/or shortlisting purposes. Minor types of work will be identified in advertisements so Consultants know in advance that either their firm or team will need to be qualified in these areas prior to final selection. It is not mandatory that Consultants indicate how minor types of work will be accomplished until the technical proposal stage of the selection process. However, if final ranking is made from the Expanded LORs per Section 3.7, the Consultant must indicate how minor types of work will be accomplished within the LOR.

You/Your: The term refers to the person(s) or entity(ies) submitting a response to this RFQ, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, “you” as a Respondent will have different obligations than “you” as a Successful Respondent will have upon awarding of this contract.

We/Us/Our/City: These terms refer to the City of Miami Springs, Florida, a Florida municipal corporation.

“They” may also be used as pronouns for various subsets of the City organization as content will indicate.

1.2 ACCEPTANCE OR REJECTION OF QUALIFICATIONS

The City reserves the right to waive irregularities or technicalities in Qualifications or to reject all Qualifications or any part of any response. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any submittal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of RFQ itself does not in any way constitute a contractual agreement between the City and the Respondent. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Respondent and the City. Furthermore, the City reserves the right to award without further discussion.

1.3 EXAMINATION OF DOCUMENTS AND CLARIFICATION

Each Respondent shall examine all parts of this RFQ's documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. No plea of ignorance, by the Respondent, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Respondent. If there is any doubt or obscurity as to the meaning of any part of this RFQ, the Respondent may request clarification by written request.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications shall be submitted in writing by email to Zuzell Murguido, Procurement Specialist II, murguido@miamisprings-fl.gov. The RFQ title and number must be referenced on all correspondence. Should any questions or responses require revisions to the RFQ as originally published, such revisions will be by formal amendment only. Answers, citing the question but not identifying the inquirer, will be publicly noticed and distributed simultaneously to all known prospective Respondents.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. If any amendments are issued to this RFQ, the City will issue a formal written addendum, which will be shared publicly and to all registered prospective Respondents via email notification. Addendums will be uploaded to the City's Procurement webpage. Notwithstanding, it shall be the responsibility of each Respondent, prior to submitting their response, to contact the City to determine if an amendment was issued and make such amendment a part of their response. If necessary, a new submittal opening date may be established by addendum.

1.4 RFO SUBMISSION

To receive consideration, responses must be submitted in accordance with the requirements throughout this RFQ solicitation. Responses must be submitted with all forms completely filled out and executed and this RFQ must be resubmitted in its entirety with each section signed as read and understood. Responses must be typed or printed in ink. Use of erasable ink is not permitted. All corrections must be initialed. Any additional information to be submitted as part of this Request for Qualification may be attached behind Section 6 -

Forms and Deliverables. Upon request, copies may be obtained from the Procurement Division, Attn: Zuzell Murguido, 201 Westward Drive, Miami Springs, Florida 33166. The RFQ response shall be signed by a representative who is authorized to contractually bind the entity. Responses by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Responses by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Respondents may refer to section 4 for response formatting guidelines.

All responses are due no later than **Wednesday, April 1st, 2020, at 2:30 p.m., EST.**, or any time prior thereto at Miami Springs City Hall, 201 Westward Drive, City Clerk's Office, 2nd Floor, Miami Springs, Florida 33166. Any responses received after the time and date specified will not be considered and will be returned to the Respondent unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Firms/individuals shall assume full responsibility for timely delivery at the location designated for receipt of proposals. The City will not be responsible for proposals received after opening time and encourages early submittal.

One (1) original hardcopy and one (1) electronic copy of the Response, as indicated in this RFQ. The electronic copy shall be in the form of a scanned PDF copy of the original and all materials submitted in the response provided in a compact disc (CD) or jump/flash drive, containing this entire document as well as any other pertinent documents must be submitted in order for the response to be considered for award. Qualifications shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the Respondent, opening date, and name and RFQ number and title. The electronic copies shall be a PDF of all documents and back-up materials submitted to in response to this RFQ provided in a compact disc or jump/flash drive within the same sealed envelope. Electronic copies must be properly labeled with the Respondent's name and "RFQ 01-19/20 -CITYWIDE ARCHITECTURAL, ENGINEERING, PLANNING, DESIGN AND STAFF SUPPORT SERVICES."

All information required by the RFQ must be supplied to constitute a regular submittal. Please note, all pages in this entire document need to be initialed.

THE SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

By submitting a response, the Respondent declares that he/she understands and agrees that their response, qualifications, provisions, terms and conditions of same, shall become part of a valid contract between the City and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City. However, the Respondent acknowledges that a response to the RFQ itself does not in any way constitute a contractual agreement between the City of Miami Springs and the Respondent.

1.5 ASSIGNMENT

The Successful Respondent(s) shall not assign, transfer, convey, sublet or otherwise dispose of an award or

contract, including any or all of its right, title or interest therein, or his/her/its power to execute such contract to any person, company or corporation without prior written consent of the City.

1.6 RESPONDENT CERTIFICATION

Submission of a signed response is Respondent's certification that the Respondent will accept any awards made to him/her as a result of said terms contained therein.

1.7 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

1.7.1 The Cone of Silence shall be imposed on this RFQ upon its advertisement. The Cone of Silence prohibits the following activities:

- (a) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (b) Any communication regarding this RFQ between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (c) Any communication regarding this RFQ between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (d) Any communication regarding this RFQ between the Mayor, Council members and any member of the selection committee therefore;
- (e) Any communication regarding this RFQ between any member of the City's professional staff and any member of the selection committee; and
- (f) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

1.7.2 Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

1.7.3 The Cone of Silence shall not apply to:

- (a) Oral communications at pre-bid conferences;
- (b) Oral presentations before selection of evaluation committees;
- (c) Public presentations made to the City Council during any duly noticed public meeting;
- (d) Written communications regarding a particular RFQ, or bid between a potential vendor, service provider, Respondent, Respondent, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding

- solicitation document;
- (e) Communications with the City Attorney and their staff;
- (f) Duly noticed site visits to determine the competency of Respondents regarding a particular bid/Response during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (g) Any emergency procurement of goods or services pursuant to City Code;
- (h) Responses to the City's request for clarification or additional information pursuant to section 2.3 of this RFQ;
- (i) Contract negotiations during any duly noticed public meeting;
- (j) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, Respondent, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

1.7.4 Violation of the Cone of Silence by a particular Respondent or Respondent shall render the RFQ award or bid award to said Respondent or Successful Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.8 RESPONSE WITHDRAWAL

A Respondent may, without prejudice, withdraw, modify, or correct the statement of qualifications after it has been deposited with the City, provided that the request any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.9 RESPONDENT RESPONSIBILITY

Before submitting the response, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the Respondent will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Respondent from his/ her obligation to comply in every detail with all provisions and requirements of the contract documents.

1.10 FORFEITURE

Failure or refusal of a Respondent to execute a contract upon award, or withdrawal of a Response after the opening of Qualifications and before such award is made, may result in forfeiture of that portion of any Response surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the Respondent from the Respondent's list.

1.11 ANTI-TRUST PROVISION

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government)

contracts for the purchase of these goods and/ or services as may be available.

1.12 EXPENSES INCURRED IN PREPARING RESPONSE

The City accepts no responsibility and shall not be responsible for any expenses incurred by Respondents for the preparation of a response related to this procurement and/or any presentations, or for any negotiations related to the potential award of a contract. All such expenses are to be borne exclusively by the Respondent.

1.13 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting an RFQ/Response, Respondent acknowledges that the information submitted with the RFQ/Response and the results of the City evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its RFQ/Response.

1.14 PUBLIC RECORDS, PROPRIETARY INFORMATION, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier any material submitted in response to this Request for Qualifications will become a “Public Record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by specifically identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and cite the applicable exempting law. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. If the Contract that may result from this RFQ contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.15 LATE RESPONSE REJECTION

The City is not responsible for the delivery of any late response. All Qualification packages received by the Clerk after the time stated in this RFQ, shall be returned unopened and will not be considered for award.

1.16 LICENSES AND REGISTRATIONS

The Respondent shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of the State of Florida, Miami-Dade County, and the City of Miami Springs. Every vendor submitting a Response on this RFQ should include a copy of the company's State registration, business tax receipt (occupational license) or a written statement on letterhead indicating the reason no receipt or license exists. State of Florida registration can be downloaded and printed via www.sunbiz.org. Miami Springs, Florida-based businesses are required to obtain a business tax receipt (formerly known as an occupational license) to conduct business within the City. Vendors residing or based in another state or municipality, but

maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a receipt or license by their own local government entity or by Miami Springs. For information specific to the City, please call (305) 805-5054.

1.17 QUALIFICATION OF RESPONDENTS

Each Respondent may be required, before the award of any contract, to show to the complete satisfaction of the City that he/she/it has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he/she/it may also be required to show past history and reference which will enable the City to satisfy itself as to the Respondent's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his/her/ their Response.

1.18 PUBLIC ENTITY CRIMES

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 Qualifications on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, sub-Consultant, 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.

1.19 RELATION OF CITY/NO PARTNERSHIP OR JOINT VENTURE

It is the intent of the parties hereto that the successful Respondent shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful Respondent, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation. No partnership or joint venture with the City shall be formed or deemed formed by award of this RFQ or entering into an agreement with the City in furtherance hereof.

1.20 TAXES

The City is exempt from Federal Excise and State of Florida Sales Tax. The City's State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

1.21 COMPLIANCE WITH ORDERS AND LAWS

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

- Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)
- Occupational, Safety and Health Act (OSHA)
- State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)

- Uniform Commercial Code (Florida Statutes, Chapter 672)
- American with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code
- U.S. Department of Transportation
- Cone of Silence, Miami-Dade County Code of Ordinances
- State of Florida Statutes, Section 218.70 et seq., the “Local Government Prompt Payment Act”

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the statement of qualifications is submitted and may be further disqualified from submitting any future bids or Qualifications for goods or services to City. Respondent must complete and execute the Acknowledgement of Conformance with Orders and Law Standards Affidavit form. The term “Respondent,” as used herein, include any person or entity making a Response herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.22 FAILURE TO COMPLY

Any failure on the part of a Respondent to provide the documentation set forth in the RFQ could, in and of itself, constitute a determination that the Response is non-responsive and therefore disqualified.

1.23 ATTORNEY FEES AND COSTS

In connection with any litigation, mediation or arbitration, including any trials and appeals, arising out of this RFQ and any contract awarded pursuant to same, the prevailing party shall be entitled to recover from the other party any and all reasonable attorney’s fees and costs, including but not limited to attorney’s fees for litigating entitlement to attorney’s fees.

1.24 APPLICABLE LAW AND VENUE

THIS RFQ and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of any administrative or legal action, mediation, or arbitration arising out of this RFQ, the venue for such action shall be in Miami- Dade County, Florida.

1.25 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFQ prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.26 SUBMISSION OF STATEMENT OF QUALIFICATIONS

1.26.1 Incurred Expenses. The City is not responsible for any expenses which Respondents may incur for preparing and submitting statements of qualifications called for in this Request for Qualifications.

1.26.2 Interviews. The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

1.26.3 Request for Modifications. The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

1.26.4 Bid/RFQ Acknowledgment. By submitting a statement of qualifications, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.26.5 Acceptance/Rejection/Modification to Submittals. The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.26.6 Submittals Binding. All statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.26.7 Alternate Bids. An alternate bid will not be considered or accepted by the City.

1.26.8 Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

1.26.9 Proprietary Information. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from Bidders/Respondents in response to this Request for Qualifications will become the property of the City and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.27 CANCELLATION

In the event any of the provisions of this bid are violated by the Successful Respondent, the City Manager shall

give written notice to the Successful Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.28 PROPERTY OF THE CITY

Property owned by the City is the responsibility of the City. Such property furnished for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Respondent shall be the responsibility of the Successful Respondent. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.29 CAPITAL EXPENDITURES

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to perform the services required by the City, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Successful Respondent. If Successful Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City.

1.30 TERM OF CONTRACT

The City and the Successful Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Council at a fully authorized meeting. If the Bidder/Respondent awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City. The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement.

[End of Section 1]

SECTION 2 - SPECIAL CONDITIONS

2.1 PURPOSE

The City of Miami Springs is currently soliciting Request for Qualifications (RFQ's) to obtain professional Architectural, Engineering, Planning, Design, and staff support services on a continuing contract "as needed basis" contract. However, any agreements entered into shall be on a non-exclusive basis, but it is likely that only projects in excess of \$10,000.00 will be subject to independent quotes, proposals or bids.

The scope of work is intended to include a broad range of services and activities that will be performed over a number of years on an "as needed basis" for the CITY OF MIAMI SPRINGS. Work is at City's discretion in order to meet the needs of implementing city projects and assisting in the evaluation of projects proposed for development in the city.

Interested firm(s) or individual(s) must be currently licensed to practice in the State of Florida and shall be qualified pursuant to law in accordance with Florida Statue 287-055, "Consultants' Competitive Negotiation Act".

Selection of the most highly qualified respondent(s) will be made based on demonstrated competence and qualifications as determined by the CITY OF MIAMI SPRINGS based on the Qualifications submitted in response to this RFQ.

This RFQ is a means of establishing qualifications only. The respondent(s) are responsible for the accuracy of the information submitted but incurs no further obligation to enter into a contract as a result of the submittal. The CITY OF MIAMI SPRINGS will utilize the material submitted as an aid in the selection of prospective consulting firm(s) or individual(s) and may or may not result in an award of one or more agreements.

In any agreement awarded pursuant to this RFQ process, the City reserves the right, on a project by project basis, to solicit alternative professional services and receive the same should the quoted cost of services be determined unacceptable to the city. The City further reserves the right and flexibility to include or exclude services and issue separate contracts pursuant to this RFQ. Any services required by the City that exceed the cost of \$10,000.00 may be separately priced out and subjected to requests for quotes, proposals or bids, at its discretion.

The services required will vary from project to project but will always fall within the requested parameters of this RFQ. Each project requested will be independently evaluated and projects may be divided to meet the needs of the city. The city is primarily interested in firm(s) or individual(s) that provide multiple services from within their organization. However, smaller firm(s) or individual(s) may also be considered for award if the city is not required to execute multiple agreements. Subcontracting is not prohibited so long as the City's awarded firm remains solely responsible for the services rendered by, and payments made to, the subcontracting firms for any specific project.

2.2 REQUEST DOCUMENTATION AND INFORMATION

This RFQ is available by electronic copy upon written request to Zuzell Murguido, Procurement Specialist II, at murguido@miamisprings-fl.gov. All requests must include company name, address, and contact information including name, phone and email. All inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ must be requested in writing via letter, fax or e-mail **no later than 5:00PM on Friday, March 20th, 2020** to:

Zuzell Murguido, Procurement Specialist II
201 Westward Drive
Miami Springs, FL 33166
Phone: 305-805-5054 Fax: 305-805-5040
E-mail: murguido@miamisprings-fl.gov

2.3 MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference** will be held on **Wednesday, March 18th, 2020 at 9:30 A.M.** at the **City of Miami Springs, Council Chambers, 2nd Floor**, 201 Westward Drive, Miami Springs, FL 33166 which requires at least one authorized representative from the consulting firm(s) or individual(s), whose intent is to contract with the City as a result of responding to this RFQ, to attend where any technical questions will also be answered.

2.4 RFO RESPONSE

Sealed RFQ Responses must be received on or before **2:30 P.M. on Wednesday, April 1st, 2020**, by the City of Miami Springs via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

RFQ Responses will then be transferred to the Council Chambers, at time, date, and place noted above, and responses will be publicly opened. Any responses received after time and date specified will not be considered and returned to the Respondent unopened.

One (1) original and one (1) electronic copy on a jump/flash drive of this entire document as well as any other pertinent documents must be returned in order for the Response to be considered for award. All copies of Qualifications must be received on or deadline above in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's
Office 2nd floor
City of Miami Springs
201 Westward Drive Miami Springs, FL 33166

[SPACE INTENTIONALLY LEFT BLANK]

Responses shall be submitted in a sealed envelope and must be clearly marked on the outside of the package with a label as set forth on the following page:

<p>REQUEST FOR QUALIFICATIONS (RFQ) RFQ # 01-19/20 ARCHITECTURAL, ENGINEERING, PLANNING, DESIGN AND STAFF SUPPORT SERVICES</p> <p>Respondent Name and Address: _____</p> <p>Submittal Deadline: Wednesday, April 1st, 2020, at 2:30pm</p> <p>Addressed to: City of Miami Springs Attn: Zuzell Murguido City of Miami Springs - City Hall 201 Westward Drive 2nd floor (City Clerk's Office) Miami Springs, FL 33166</p>
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Each RFQ Response shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFQ. The emphasis in each RFQ Response must be on completeness and clarity of content. In order to expedite the evaluation of responses, it is essential that Respondents follow the format and instructions contained herein. RFQ Format Requirements as listed herein must be followed. Any attachments must be clearly identified.

The RFQ Responses shall be considered an offer on the part of the Respondent, which shall be deemed, accepted upon approval of the City Council, and in case of default, the City reserves the right to accept or reject any and all RFQ Responses, to waive irregularities and technicalities, and request new RFQ Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

The City will not be responsible for the premature opening of or failure to open a Response not properly identified. If the Response is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED RESPONSE ENCLOSED" on the face thereof. Qualifications, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of Qualifications indicated above, or any extension thereof made by Addendum. Qualifications received after the time and date for receipt of Qualifications will be returned unopened. Each RFQ Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Qualifications. Oral, telephonic, faxed or e-mailed Qualifications are invalid and will not receive consideration.

2.5 PROJECTED TIMELINE (Dates are subject to change)

Advertise Request for Qualifications (RFQ)	March 2nd, 2020
Mandatory Pre-Bid Services Meeting	March 18th, 2020 @ 9:30A.M. (EST)
Clarification deadline	March 20th, 2020 BY 5:00P.M.(EST)
Amendment (pending complexity)	March 25th, 2020
RFQ Opening	April 1st, 2020 @ 2:30P.M. (EST)
Recommendation of Award to City Manager and Council	April 13, 2020
Pre-Services Meeting	T.B.D. Week of April 20th, 2020
Contract Start Date	T.B.D. Week of April 20th, 2020

2.6 BONDS

Not applicable.

2.7 LOCAL BUSINESS PREFERENCE

No local preference will be given.

2.8 METHOD OF REVIEW AND SELECTION PROCESS

The City will open all timely-received submittals on the stated deadline in a public forum and will announce the name of each Respondent. In order to be deemed responsive, the Qualifications must meet or exceed the minimum requirements established herein. The City shall be the sole judge in determining the responsiveness of a Response. The City, at its sole discretion, reserves the right to analyze or inspect any and all aspects of a Respondent's qualifications, including without limit, facilities, hourly rates, responsibility, responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, accuracy of past cost estimates, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, all of which may be taken into consideration in the Award of an Agreement.

Upon review and recommendation by the City Manager and approval of the City Council, a contract shall be awarded to one Respondent selected as the Successful Respondent, meeting all selection criteria. The City shall be the sole judge of its own best interests, the Qualifications, and the resulting negotiated agreement. Any award made shall be subject to execution of contract in a form and substance, which shall be approved by the City Attorney as to form and legal sufficiency. The City reserves the right not to award or to reject Qualifications from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City. If the City is unable to negotiate a satisfactory agreement with the highest ranked Respondent(s), negotiations shall be formally terminated and negotiations will begin with the second highest ranked and most qualified Respondent(s). If these negotiations also prove unsatisfactory, negotiations shall again be terminated and the City will negotiate, in turn, with the third most qualified. When the list of qualified Respondents is exhausted, the City may select additional Respondents with which to attempt to negotiate.

The City's selection committee will evaluate proposals and will select the Respondent which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to judge the Proposals submitted in response to this Request for Qualifications and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

Each Proposal will be evaluated using the procedures outlined herein.

EVALUATION CATEGORIES & POSSIBLE POINTS

	Evaluation Criteria	Max Points Assigned
Qualifications/ Experience	Respondents must demonstrate their qualification/experience and past performance of comparable contracts (similar in scope of work).	30
Capabilities/ Finances	Respondents must demonstrate that they have sufficient personnel, equipment and financial resources to handle the proposed project workload in a timely and cost-effective manner.	25
Understanding & Responsiveness to Scope of Services	Respondents must demonstrate how they can meet the requirements in section 3 of this RFQ.	30
Government Experience	Respondents will be evaluated on their experience working with other government entities. Proposer to provide evidence of prior work completed with and their familiarity with working for a governmental entity.	15
	Total Points Possible	100

2.9 CRITERIA FOR AWARD

The RFQ responses will be evaluated and ranked on the basis of the criterion below. The weight of each shall be determined by the Procurement Specialist II and the City staff.

Qualifications and Stability-

This criterion measures the overall qualifications and the stability of the proposer.

Government Experience-

Proposers will be evaluated on their experience working with other government entities. This criterion will require that the proposer provide evidence of prior consulting work and their familiarity with working for a governmental entity.

Deliverable/Responsiveness-

Proposers will be evaluated on their ability to provide the required services at the desired quality level in a timely manner. Proposers will be evaluated on the quality and timeliness of past performance of previous contracts and their plan on how job responsibilities will be handled on this project.

Location/ Availability-

Proposer will be evaluated on the location of the office in relation to the City to assure prompt services at the desired level.

2.10 AWARD OF CONTRACT

The City anticipates entering into a contract with the Respondent who submits the Response judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

All respondents are on notice that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until Qualifications are reviewed and accepted by appointed staff, the best Response has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City. In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit Qualifications.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.11 TERMS AND CONDITIONS OF AGREEMENT

The agreement to be entered into with the Successful Respondent, shall include, but not be limited to, the following terms and conditions in the same or substantially similar language:

- 2.11.1 **Indemnification.** To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

- 2.11.2 **Patents and Royalties.** The Successful Respondent, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

- 2.11.3 **Time of the Essence.** An understanding and agreement, by and between the Successful

Respondent and the City, that time is of the essence and that the completion time as specified in Successful Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

- 2.11.4 **Terms.** This contract will be in effect for two (2) years effective from date of award. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the option to renew this contract for an additional three (3) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

2.12 INSURANCE REQUIREMENTS

Respondent shall furnish to the City's Procurement and Purchasing Division evidence of insurance with the coverage conditions and policy limits set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City. The Successful Respondent shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement, insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by any RFQ responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFQ responder under the Agreement.

2.13 TERMINATION OF CONTRACT

The City reserves the right to terminate the contract for default or for convenience. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next highest Respondent or to rebid.

- 2.13.1 **Termination for Default.** If the Successful Respondent defaults in its performance under this Contract and does not cure the default within **thirty (30)** days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. Such failure to perform satisfactorily includes all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of a default, the Successful Respondent shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his/her control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.
- 2.13.2 **Termination for Convenience.** The City Manager may terminate the Contract that may result from this RFQ, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience of the City, the Successful Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to

termination.

2.14 EQUAL OPPORTUNITY REGULATIONS

- 2.14.1 **Non-Collusion Affidavit.** Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFQ submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions. By offering a submission pursuant to this RFQ, the Party certifies the firm/individual has not divulged, discussed, or compared its/his/her Response with other Parties and has not colluded with any other respondents or parties to this RFQ whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFQ. No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition. The only person or persons interested in this RFQ, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Response or in the Agreement to be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.
- 2.14.2 **Americans with Disabilities.** As part of any Response, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.
- 2.14.3 **Compliance with Equal Employment Opportunity.** The firm/individual shall comply with Title VI of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFQ or subsequent Agreement.
- 2.14.4 **Public Entity Crimes.** 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 to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Response on lease of real property to a public entity, may not be awarded or perform work as a Consultant, 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

The above referenced forms are included in ‘Required Forms / Deliverables’ at Section 6 of this RFQ. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and

return them signed and notarized where required. Qualifications received with incomplete forms may be deemed unresponsive.

2.15 COMPLETE PROJECT REQUIRED

The Work to be performed under any Agreement resulting from this RFQ shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Agreement Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Agreement Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Successful Respondent as though originally so specified or shown, at no increase in cost to the City.

[End of Section 2]

SECTION 3 - SCOPE OF SERVICES

3.1 PURPOSE

The required professional services may include, on a case by case basis, research, planning, development, site analysis, pre-design, design, construction administration and post construction services.

The Proposers shall be responsible for the professional quality, technical accuracy and coordination of all design, drawings, specifications, and other services provided under any agreement with the city.

The City of Miami Springs reserves the right to reject any or all responses for any reason it may determine, and to waive any irregularities therein. To be eligible for consideration, proposer must be licensed in the State of Florida.

Note: ALL FIRM(S) OR INDIVIDUAL(S) SUBMITTING UNDER THIS RFQ SHALL NOT SUBMIT, OR COMMUNICATE IN ANY FORM TO ANY AGENCY, ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER ASSOCIATED COST INFORMATION. THIS IS A REQUEST FOR QUALIFICATIONS (RFQ) ONLY.

The selected Respondent(s) shall provide the following services or duties:

- Will work cooperatively as a member of the CITY OF MIAMI SPRINGS team in the design and construction activities necessary to complete each assigned project. Other members of the team will include City staff, contractors performing the construction of the new improvements, and other entities as determined by the CITY OF MIAMI SPRINGS.
- Will work cooperatively with the CITY OF MIAMI SPRINGS, identify work scopes for individual(s) projects, identify dependencies and constraints between projects, develop project budgets, develop project design schedules, and establish key milestones.
- Will use design guidelines and standards established by the CITY OF MIAMI SPRINGS in the design of all projects, will develop detailed, comprehensive work scopes for individual(s) projects, and will assist in the development of project staging and phasing plans for each project.
- Will be responsible for producing construction documents for the various projects that will allow the CITY OF MIAMI SPRINGS to solicit competitive bids for construction.
- Will participate in design and constructability reviews, and will document the results of such reviews.
- Will participate in presentation meetings as requested by the CITY OF MIAMI SPRINGS.
- Will serve as the CITY OF MIAMI SPRINGS professional representative in reviewing, evaluating, and modifying designated civil engineering projects and furnish consultation and advice on those projects to the CITY OF MIAMI SPRINGS.
- May require construction administration services. These services may include attending pre-bid and preconstruction conferences, responding to contractors' requests for information and clarification,

reviewing shop drawings for conformance with design intent, performing on-site observations, making field design changes as may be required, participating in punch list inspections, and producing final record drawings from contractors certified red-lined record drawing documents.

- May be responsible for selecting other architectural, engineering, and other specialty design firm(s) or individual(s) as required to accomplish all required elements of the consulting services.
- Will be responsible to schedule, coordinate, and integrate all design and engineering functions and activities. All design and engineering work will be accomplished in the manner set forth in the agreement with City, and using generally accepted architectural and engineering practices and standards. All design and engineering work shall be in compliance with applicable building codes, regulations, and State requirements.
- For each required project, will develop a detailed design services scope of work that will define the project's design objectives, limitations, and criteria; design standards and guidelines to be followed by the design team in preparing construction documents; gross area and space requirements; spatial relationships; needs for flexibility or expandability; construction phasing and staging requirements; special requirements and systems; site requirements including all necessary utilities; schedule requirements for design and construction including key milestones; and budgetary requirements.
- Will be responsible to prepare a design report, construction management plan and a final engineer's report that document the above items for each required project. These reports will be submitted to the CITY OF MIAMI SPRINGS.

3.2 CONTRACT-SPECIFIC QUALIFICATIONS

Submittals must be labeled and tabbed as follows:

First, second and third tabs = Tab A, with sub tabs 1 & 2;
Fourth, fifth, sixth and seventh tabs = Tab B, with sub tabs 1-3;
Eighth, ninth and tenth tabs = Tab C with sub tabs 1 & 2;
Etcetera, etcetera all the way to Tab G

The tabs must include the titles (as bolded below). See below for complete details. Each submittal will have Tabs A-G and in between each of these main tabs you will have sub tabs of numbers 1, 2 & 3 depending on the section. Information required for each of these tabs and sub tabs is listed below.

Firm(s) or individual(s) shall submit to the CITY OF MIAMI SPRINGS all the required information as described below. The basis for selecting the most highly qualified firm(s) or individual(s) will be determined from the material submitted. It will serve as an aid in the selection of prospective consulting firm(s) or individual(s) and may or may not result in an award of more than one agreement.

Tab A. **Contract Information**

Sub tab(s):

1. **Title Page**: Name of firm(s) or individual(s), RFQ Title: “**Architectural, Engineering, Planning, Design and Staff Support Services**”, Opening date: April 1st, 2020.
2. **Category List**: List all the categories regardless if applicable to your firm(s) or individual(s)

or not. Keep all the numbers identical to the list below starting with” 1”. If the category does not apply to your firm(s) or individual(s), you will indicate this with a “X” next to the category name in the Not Applicable column. Be sure that this list coincides with Tab E of your submittal response.

	Category of Services	Applicable to our response	Not Applicable to our response
1.	ADA Engineering		
2.	Aerial Surveying & Photogrammetric		
3.	Appraisers		
4.	Architects/Architecture Design		
5.	Building Interior and Exterior Renovations and Repairs		
6.	Civil Engineers		
7.	Construction Administration		
8.	Cost Estimating		
9.	Drainage Systems/ Storm water/ Underground utilities/water resources		
10.	Energy Savings/Management		
11.	Environmental Engineer		
12.	Electrical		
13.	Geographic Information System (GIS)		
14.	Geotechnical Engineers		
15.	Highway/ Bridge		
16.	Historical Restoration		
17.	HVAC/Plumbing		
18.	Inspection Services		
19.	Land Development		
20.	Land Surveying/Mapping		
21.	Landscape Architect/ Landscaping Design		
22.	Materials Testing and Inspections		
23.	Mechanical Engineer/Mechanical Upgrades and Replacements		
24.	Multi-disciplinary Engineers		
25.	New Construction		
26.	Plans Review		
27.	Project Management		
28.	Public utilities		
29.	Structural Engineers/Structural Repairs		
30.	Threshold Building Inspections		

31.	Traffic/ Roadways		
32.	Transportation Engineers		
33.	Utility Rate Studies/Utility Systems		
34.	Video Services		
35.	Redevelopment Consulting		

Please note, Section 3.3 provides a more detailed explanation of the Category of Services listed above. A firm or individual should only pick and choose a category for which it has the expertise in order to provide the required services. Please make sure to choose whether each category is applicable or not applicable to your expertise. If you are the prime and these areas are applicable to either you or your sub-consultants then check the appropriate “Applicable to Our Response” column. Please make sure to clarify within your submittal which services will be performed by you as the prime and those services to be performed by your subs. Please refer to Tab C below.

Tab B. Company Information/Contact information

Sub tab(s):

1. **Principal(s):** Name of Firm or individual, Name of Principal(s) with their titles, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail), and Address.
2. **Authorized Representative:** Provide name, title and contact information for a representative of the company that the City may contact for additional information. An authorized representative of a joint venture or the prime contractor must sign, date and notarize the acknowledgment form. Signing the acknowledgment form attests that the information provided is current and factual, and that all firm(s) or individual(s) on the proposed team agree to work on the project.
3. **Company Background:** Date of incorporation/organization and the state in which Respondent is incorporated or organized. Indicate the former names, if any, under which Respondent has conducted business and the years of operation under each name. Include information generally describing the size, location of the local office that will work directly with City, number of years in business providing civil engineering services, and Federal tax ID number.

Tab C. Organizational Chart of Proposed Team/Resources/Personnel

Sub tab(s):

1. **Key Individual(s):** List and provide resumes of the key individual(s) who will be assigned to work with City, including sub-contractors under your contract. Provide information regarding their experience specific to the consulting category in Tab E. Also include the address and telephone number for these individual(s).
2. **Organizational Chart:** Submit an organization chart of the anticipated proposed team showing the names and roles of all key personnel and their specific tasks they will perform as listed in Tab D. Also include the branch office they are associated with. Include information of sub-consultants, if any.

Please note, teaming of multiple consultants is allowed, however, one qualification package must be submitted by a prime firm or individual and if awarded as a team the prime remains solely responsible for the services rendered by, and payments made to, the subcontracting firms for any specific project. If

submitting as a team, there can only be one prime and there is no limit on the number subs submitting under the prime. Tab C should include full resumes from the prime consultant or individual within the same organization who is responding to the RFQ.

Tab D. Resumes of Key Personnel Proposed for Categories (identified in Tab C from Category list-Tab A)

Complete this section for each key person who will be actually providing professional services under the contract. Group the personnel by branch office, with principal and management personnel listed first. Architect-Engineer Qualifications Standard Form 330 (REV. 8/2016) prescribed by GSA-FAR (48 CFR) 53.236-2(b) can optionally be used in this section for this requirement. Tab D should include full resumes from any sub-consultants (if applicable), who will actually be providing professional services for each Category as listed on page 21.

Sub tab(s): One tab for each personnel list (Tabs 1-)

1. **Name:** Role, Years' Experience, Total years of relevant experience and years of relevant experience, but not necessarily the same branch office.
2. **Branch Location:** Name, city and state where the person currently works, which must correspond with one of the branch offices, if appropriate) listed in Tab C.
3. **Education:** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
4. **Current Professional Registration:** Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia.
5. **Other Professional Qualifications:** Provide information on any other professional qualifications relating to this RFQ, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
6. **Relevant Projects:** Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this on-call roster. These projects do not necessarily have to be any of the projects presented in Tab E for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Tab E.
7. **Availability:** Include the number of personnel available for each category and the % of time they will be made available.

Tab E. Project Experience by Category

Sub tab(s):

1. **Demonstrated Project Experience:** List all the categories by number and title in this section regardless if applicable or not. Refer to the list from Tab A. List the categories identically to the numeric order starting with "1". Next to each number and title give a brief description of

your ability to perform or demonstrated project experience with this category. Continue numerically down the list. If the category does not apply to you, continue the list in numerical order with number and title but instead of a brief description indicate this category with a “N/A” as your response.

Discuss your overall qualifications and experience, specific to providing these services, in working with clients on projects similar to these categories required to that of the City. A separate Qualification-package for each category or a combined Qualification-package submittal is acceptable in this instance, however, your response must demonstrate in detail your project experience of your submittal for each category listed in Section 3.3. Please note, the City may select two or more firms or individuals based on any category of service however deemed in the best interest of the City.

Tab F. **Additional Information, Equipment and Computers**

Sub tab(s):

1. Use this section to provide additional information specifically requested by the agency or to address reasoning of selection for your services. Cover any additional items that you may feel are relevant to your services that have not been covered by the information provided in Tabs A - Tab E.

Include a list of any and all special equipment, computers, etc. relevant to your response.

Tab G. **References:**

List at least Five (5) clients (City/Municipal references preferred) that have utilized the services being proposed to the City within the last 3 years. Please list any City/municipal references first.

1. **Title and Location:** Title and location (address) of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
2. **Year Completed:** Enter the year the professional services (such as planning, engineering study, design, or surveying) were completed, and/or the year completed for construction, if applicable. If any of the professional services or the construction projects are not complete, indicate this with “Project not completed yet” and explain the status of the project in a brief description.
3. **Project Owner:** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual(s).
4. **Point of Contact Name:** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the performance.
5. **Point of Contact Telephone Number**
6. **Relevance:** Brief Description of Project, methodology, and indicate scope, size, cost, principal elements and special features of the project. Enter any other information requested by the agency for each example project.

7. **Branch Office Involved with This Project:** Indicate which branch offices were involved in the example project, and their roles.

3.3 **TYPES OF CITY PROJECTS/ CATEGORY RESPONSIBILITIES:**

Listed below are the disciplines/categories covered by this Request for Qualifications. Responses shall indicate each category for which the respondent wishes to be considered. Please note the City of Miami Springs may select two or more firms or individuals based on any of the categories listed below and as referenced in section 3.4 Deliverables as deemed in the best interest of the City. The services required may include, but are not limited to, the responsibilities from one or more discipline(s) below:

- **GENERAL**- Demographics/Population Analysis and Research; Real Estate Research and Economic Analysis; Housing and Community Development Block Grants and Planning; Parks and Recreational Facilities Planning; Master Planning (stormwater, roadway, sidewalk); appraisers; cost estimating; energy savings/management; materials testing.
- **ARCHITECTS** – Services shall include, but shall not be limited to: study phase, design, plan review, cost estimating, interior design, landscape planning and design, site planning, facade improvements, space planning and constructions phase services for miscellaneous renovations, additions, and new construction projects, interior/exterior renovations and repairs.
- **CONSTRUCTION ENGINEERING INSPECTIONS** - including LAP Projects; and Construction Administration.
- **WASTEWATER ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to wastewater infrastructure improvements, along with drainage projects, and related work, Stormwater Engineering to include culverts, open channels, drainage, pump stations, well injections.
- **CIVIL/STRUCTURAL ENGINEERS**- Services shall include, but shall not be limited to design, structural inspections, and recommendations, Project Management; Aquatic Engineering; services for both renovation and new construction, Building Structural Design and repairs to include bridges Bridge (e.g. pedestrian bridges, vehicular two-way lane); Street Light Design; Geotechnical (sub-surface soil investigation); historical preservation; recreational and athletic facilities.
- **CIVIL/TRAFFIC & TRANSPORTATION ENGINEERS**- Services shall include, but shall not be limited to: traffic study, design, master planning and construction services relating to roadway, drainage, street calming and streetscape projects.
- **ENVIRONMENTAL ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to environmental impact studies, environmental audits, hydrocarbon and hazardous materials abatement, geological and groundwater studies, soil analysis, and related work. Please note, environmental audits can reflect various types of evaluations intended to identify environmental compliance and management system implementation gaps, along with related corrective actions and compliance with complaints or violation notices received from any governmental agency.
- **MECHANICAL, PLUMBING, AND ELECTRICAL ENGINEERS (HVAC)**- Services shall include, but shall not be limited to: inspection services, study phase, planning, design, and construction

phase services relating to mechanical working drawings, HVAC working drawings, and plumbing drawings, construction drawings, plumbing & fire and related miscellaneous work including improvements and upgrades.

- **PLANNING AND ZONING**- Services shall include, but shall not be limited to: general planning services, urban planning and design, comprehensive planning, Evaluation and Appraisal Reporting (EAR), neighborhood planning, transportation planning, and traffic planning, community redevelopment planning.
- **ADA ENGINEERING**- Services may include planning and design review for ADA compliance of our existing buildings and infrastructures, including public right-of- way (sidewalks and curb ramps) as well as reviewing plans for ADA compliance.
- **LAND DEVELOPMENT**- may include services for land use and development and site plan reviews services for projects proposed for development within the city.
- **SURVEYORS**- Services shall include, but shall not be limited to: design survey services relating to meets and bounds, topography, elevation certificates, GPS data collection and related work. Work may also include: Land Surveying; Plats; Property; Legal Descriptions; Aerial Surveying & Photogrammetric.
- **GIS CONSULTANT** –Data Collection, updating existing GIS system of the City’s Infrastructure and Asset Inventory.

Consulting firm(s) or individual(s) interested in performing these services must demonstrate relevant experience with these types of work and should emphasize both experience and capability to meet the particular discipline. If any sub-consultants are required by the firm(s) or individual(s) to complete the discipline, it must be clearly identified within the response who will be the sub actually performing the work.

Please note, in any agreement awarded pursuant to this RFQ process, the City reserves the right, on a project by project basis, to solicit alternative professional services and receive the same should the quoted cost of services from the proposer be determined unacceptable to the City. The City further reserves the right and flexibility to include or exclude services and issue separate contracts pursuant to this RFQ. Any services required by the City that exceed the cost of \$10,000.00 may be separately priced out and subjected to requests for quotes, proposals or bids, at its discretion.

3.4 DELIVERABLES

This RFQ contemplates that the selected Consulting firm(s) and individual(s) along with their selected sub-consultants will perform a full range of architectural or engineering services for the implementation of each assigned project.

The selected Respondent(s) will be responsible for detailed planning and preparing construction documents (drawings and design, provide specifications, construction cost estimates and project reports) for bidding; assist in permitting; bid phase which shall include but not be limited to review of and assisting with responding to City issued addendums; evaluations of bids and project budgeting; and construction administration functions as defined herein, necessary to construct the required improvements, but may not limited to, the following:

A. Prepare a detailed design schedule that includes at a minimum;

- 1) Duration of all major design tasks;
- 2) Design milestones for submittals; and
- 3) Major decisions and/or input from CITY OF MIAMI SPRINGS.
- 4) Prepare a monthly status report that documents the status of all design projects and that identifies critical issues to be resolved during the upcoming month.

B. Prepare a Design Management Plan specific to the selected Respondent's projects and organization. The Design Management Plan shall identify organizational structure, and roles and responsibilities of key team members. The Plan shall include the selected Respondent's staffing plan, and a project schedule for each project describing deliverables, design phase service activities, the selected Respondent's quality assurance process, and internal document control procedures.

C. Meet with, at CITY OF MIAMI SPRINGS request, all required parties including but not limited to CITY OF MIAMI SPRINGS staff, representatives, government officials, utility companies, etc. to properly define project requirements and work scope.

D. Provide topographic surveys as needed for development of required designs. Surveys are to be performed and stamped by a surveyor licensed in the State of Florida. Provide a copy of all survey data, maps and reports to CITY OF MIAMI SPRINGS at the completion of the survey work.

E. Provide all technical designs including geotechnical, architectural, civil, structural, plumbing, mechanical, electrical, fire protection and other disciplines as necessary for all improvements to be constructed. CITY OF MIAMI SPRINGS will provide to the selected Respondent geotechnical information as required for each assigned project.

F. Make on-site observations and surveys to determine conditions of existing facilities as necessary to coordinate and integrate all construction and demolition for each assigned project.

G. Prepare all drawings, technical specifications, and contract documents necessary to publicly advertise and solicit competitive bids for construction of the required improvements. CITY OF MIAMI SPRINGS will print and distribute the bidding documents. CITY OF MIAMI SPRINGS will provide the cover sheet for the plans and the "boiler plate" for the project manuals including the general provisions, special provisions, instructions to bidders, proposal, agreement, bond forms, etc. All written documents and work products will be prepared using Microsoft Word 2016 or later.

Four (4) original sets of final hard documents, one (1) reproducible computer file on CD ROM disks or Flash Drive and AutoCad version, will be provided to CITY OF MIAMI SPRINGS, or other approved digital media. Prepare detailed drawings of all required improvements. All drawings shall be submitted in AutoCAD 2002 Release 3 or later. Drawing format shall be as follows, unless otherwise approved by CITY OF MIAMI SPRINGS. Exceptions are on a case by case basis and will need to be approved for each individual(s) project.

- Drawings are to be scaled in a format that allows for half size reduction.
- Sheets sizes are to be 24" x 36" full-sized and 11" x 17" half size.
- Utility plans are to be in plan over profile format with a plan view and horizontal scale of 1" =20', and vertical 1" =2'.
- Pavement plan and profile sheet are required to be in plan over profile format and can be up to 1" =40' for plan view and horizontal scale, and 1/10th or 1/20th vertical scale.
- A CAD coordination meeting will be required between the selected Respondent and CITY OF

MIAMI SPRINGS at the beginning of each design.

- Details supplied by CITY OF MIAMI SPRINGS are not to be used by the selected Respondent on non- CITY OF MIAMI SPRINGS projects. CITY OF MIAMI SPRINGS does reserve the right to incorporate the selected Respondent work into CITY OF MIAMI SPRINGS standards.

Final design drawings and record drawings shall be plotted and submitted on original reproducible media and on CD-ROM compact disks, or other approved digital media.

H. Prepare construction staging/phasing plans and schedules that identify the sequence of construction activities to minimize impacts to existing operations.

I. Deliver documents to CITY OF MIAMI SPRINGS for review and participate in review meetings as design progresses. Formal review meetings will be held at the schematic design and when the construction documents are at approximately 50%, 90%, and 100% complete. The 50% design review shall include an outline specification. The 90% and 100% reviews shall include complete specifications. Four (4) original sets of final hard documents, one (1) reproducible computer file on CD ROM disks or Flash Drive and AutoCad version shall be provided to CITY OF MIAMI SPRINGS a minimum of ten (10) working days prior to each scheduled review meeting. Bidding documents shall be delivered to CITY OF MIAMI SPRINGS in accordance with the task order design, bid and award schedule.

For bidding purposes on each project, provide a complete set of original reproducible drawings stamped by a Professional Engineer licensed in the State of Florida and a complete set of project manual originals including conditions of the contract for construction and technical specifications.

J. The selected Respondent shall provide four (4) itemized estimates of probable construction cost to CITY OF MIAMI SPRINGS at the times designated by CITY OF MIAMI SPRINGS. The first estimate of probable construction cost shall be provided during the schematic design phase and shall also include an itemized estimate of construction cost. This estimate will be the basis for making determinations of the final project scope. The second and third cost estimates will be provided at the 50% and 90% design reviews respectively. The fourth cost estimate shall be prepared after completion of the final bidding documents. It is understood that the selected Respondent has no control over the cost of labor, materials, or equipment furnished by others, the selected Respondent's opinion of probable construction costs shall be made on the basis of experience as a professional engineer.

K. Attend the pre-bid meeting and provide clarifications to bidders' requests for information including preparing addenda to the contract documents as required by CITY OF MIAMI SPRINGS. Addenda resulting from design errors or omissions shall not be considered cause for additional compensation.

L. Assist CITY OF MIAMI SPRINGS in the analysis of all bids received and recommend to CITY OF MIAMI SPRINGS for award of the construction contract.

M. Maintain a separate file for all projects and submit separate itemized billing for each project. The project files shall be maintained in an orderly manner so that auditing can be performed at any time.

N. Provide CITY OF MIAMI SPRINGS an executive summary with a copy of all design calculations for pavement design, water, storm drain and sewerage collection system sizing and loading, and any other calculations including quantity take-offs related to the design of a specific project.

3.5 CONSTRUCTION ADMINISTRATION:

A. Attend the pre-construction meeting and provide clarification to the contractor as requested by CITY OF MIAMI SPRINGS.

B. Review shop drawings and submittals to determine compliance with plans and specifications.

C. During construction, visit the project sites to determine if the construction is being accomplished in accordance with the plans and specifications. These visits shall be not less than twice weekly. Prepare written reports (including photos) documenting the selected Respondent's observations during these visits particularly noting any observed noncompliance with the contract documents. Additionally, attend project meetings required to clarify project requirements or to provide for the proper administration of the projects.

D. Prepare clarification documents that are necessary for changes to the construction contract documents necessitated either by conditions encountered in the field or revisions to the projects requested by CITY OF MIAMI SPRINGS.

E. Participate in a substantial completion inspection of each completed project and prepare lists of deficiencies to be corrected by the contractor. Upon correction of these deficiencies, conduct a final inspection of the project and state in writing to CITY OF MIAMI SPRINGS that the project has been completed in accordance with the plans and specifications and that the contractor should receive final and complete payment.

F. Deliver to CITY OF MIAMI SPRINGS a complete set of reproducible record drawings within 45 calendar days of the receipt of contractor red-line drawings on each project. The record drawings shall be original reproducible drawings, stamped by a Professional Engineer licensed in the State of Florida. A complete set of record drawings shall also be delivered on CD-ROM, or another approved digital format, in AutoCAD and Microsoft Word format. These documents shall be prepared utilizing the final set of certified redline record drawing information furnished by the contractor, as reviewed and approved by the CITY OF MIAMI SPRINGS based on information and documents generated during the course of the project. The original contract documents shall be revised as necessary to incorporate and reflect the changes made during construction. These record drawings shall be prepared based on information provided by other parties which will be assumed reliable.

G. Within 45 calendar days of completion of construction on each project, prepare a project close-out report documenting the construction process. This close-out report shall be prepared in accordance with the guidelines for a Final Construction Report.

H. The selected Respondent shall provide, as needed, construction surveying services to verify that the assigned project has been constructed in accordance with the plans and specifications. These services shall include, at a minimum, detailed reports, survey maps and data on each assigned project. All surveys shall be certified by a Registered Land Surveyor licensed in the State of Florida and become property of CITY OF MIAMI SPRINGS.

3.6 PROPOSAL SUBMISSIONS:

Submission of cost proposals in a lump sum basis are to be concealed and placed in a separate envelope from the technical/qualifications proposals. Proposers SHALL NOT be evaluated, ranked, or selected based on cost or **price**.

Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles.

3.7 SIGNIFICANT CHANGE OF OWNERSHIP

If Respondent is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Respondent represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of respondent, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days' notice to Respondent.

3.8 DISCLAIMER OF LIABILITY

CITY HEREBY DISCLAIMS, AND CONSULTANT HEREBY RELEASES CITY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONSULTANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE CONSULTANT OR CONSULTANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY CITY'S SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO CONSULTANT'S USE OF THE CONSULTANT PURSUANT TO THE AGREEMENT.

[End of Section 3]

SECTION 4 – RESPONSE FORMAT

4.1 RESPONSIVENESS

Each Consultant is responsible for determining all factors necessary for the submission of a comprehensive response to this RFQ. Consultant must submit Qualifications that are complete, thorough and accurate. Failure to comply with all provisions of this RFQ will severely weaken your Response’s evaluation and could result in your Response receiving no consideration and may be deemed non-responsive. Qualifications will be evaluated based on the points awarded as set forth in the Criteria for Award.

4.2 CONTENT OF RESPONSE

This form must be signed by an authorized representative of the Consultant. Items 1-11 below set forth the minimum criteria and information each Consultant must provide in order for the Response to be considered responsive and be eligible for further consideration.

All Qualifications must include this form (**completed on company letterhead**), with attachments if additional space is required.

1. Name of Consultant /Company: _____

2. Principal Office/Mailing Address: _____

3. Telephone Number: _____

4. Email: _____

5. Contact-Person/Title: _____

6. Form of Business Entity:

Corporation	<input type="checkbox"/>	Joint	<input type="checkbox"/>
General	<input type="checkbox"/>	L.L.C.	<input type="checkbox"/>
Limited	<input type="checkbox"/>	Individual	<input type="checkbox"/>
Partnership			

If other than Individual, specify type of organization: _____. **Provide** a current status report confirming the entity’s ability to conduct business in the State of Florida.

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt? If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Attach evidence of Consultant’s experience and qualifications.

9. Submit such additional information, as an attachment hereto, as Consultant may consider pertinent to indicate both financial, operational capabilities and approach of the Consultant services.

10. Submit all addendums, if any, issued for this RFQ, properly acknowledged.

The below signed has read the RFQ and all attachments, and fully understand what is required. By submitting this signed Response, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFQ.

Submitted by (Name and Title): _____

Entity Name (if applicable): _____

Address: _____

Telephone No.: _____ E-Mail: _____

Signature: _____ Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

4.3 EXPERIENCE / OUALIFICATIONS

Each firm/individual must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms/individuals that do not meet the minimum requirements as determined by the City (in its sole discretion) will be disqualified. All decisions of the City are final. Firms/individuals must demonstrate key project personnel have the appropriate licenses, registrations and certifications to perform the services specified herein; and submit proof of authorization to transact business in the State of Florida from the Secretary of the State of Florida. Each firm /individual shall include a detailed statement of qualifications, limited to fifteen (15) pages with appropriate examples of similar past projects that addresses the evaluation criteria set forth in this RFQ. Firm shall provide an Organizational Chart and the name of the Proposed Project Manager with that person's experience.

All respondents that submit a Response shall meet, but not be limited to, the following minimum qualifications:

1. Respondents shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
2. Respondents and/or Respondent's administrative staff must have five (5) years of successful experience in Consultant Services, preferably three (3) years of experience working with government entities in Florida.
3. Verifiable business references (**minimum three (3) references other than the City of Miami Springs**) within the last five (5) years supporting Respondent's experience in Consultant services. List must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Respondent to ascertain that the contact person will be responsive.
4. Firms/individuals shall submit written evidence of insurability from the firm's/individual's insurance company, for the types and amounts of insurance specified in this RFQ.
5. The Respondent must show proof of having met these minimum requirements on the "Respondent Qualification Statement." **THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

4.4 OPERATIONAL CAPABILITIES AND APPROACH

Operational capabilities and approach responses should outline in detail the services to be offered and performed by the Consultant team.

The operational plan/business plan shall address, at a minimum:

1. Introduction and background of Consultant firm
2. Proposed length of time required.
3. Capabilities
4. Number of current projects
5. Approach
6. Location in relation to the City
7. Availability

4.5 DELIVERABLES

Refer to Section 3.2 of RFQ for minimum deliverables.

4.6 GOVERNMENTAL EXPERIENCE-

List all jobs performed with other Governmental entities within the last five (5) years.

4.7 BUSINESS INFORMATION

Each Consultant responding to this RFQ shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the Consultant responding and the type of business making the response, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint-Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable Consultant. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed Consultant and/or any entities owning any portion of the proposed Consultant.

4.8 CONTENTS OF RFO SUBMITTALS:

All submitted responses shall include the following:

1. Cover page

2. Table of contents

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

3. Respondent's Experience/ Qualification (past performance)

Provide all comparable contracts (similar in Scope of Services to those requested herein) which the Respondent is either performing or has performed within the last five (5) years. Describe the Respondent's qualifications and experience in the management of comparable projects in size and scope. The description should identify for each project:

- a) The client name, contact person, address, telephone number, and email address;
- b) A description of the required work;
- c) The contract period and duration;
- d) A statement or notation as to the result of the Project.

4. Operational capabilities and approach

Provide a brief summary describing the Respondent's ability to perform the work requested in this Solicitation, a history of the Respondent's background, and the qualifications of the Respondent's personnel to be assigned to this Project.

List key personnel, including subconsultants, anticipated to be performing the Services including DBE company name, contact information, location of office; and provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract and the total contract amount. All key personnel including (but is not limited to) all partners, managers, seniors and other professional or technical staff that will perform Work on the Contract.

Provide a statement describing your current financial condition and whether you are or have been in any litigation regarding any of your professional services previously provided.

Describe the Respondent's approach to organizational management of the services to be provided and the responsibilities of Respondent's management and staff personnel that will perform said services. Describe the methods employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and timely initiation and completion of all Work.

5. Governmental Experience

List all jobs performed with other Governmental entities within the past 5 years.

6. Required Forms/Deliverables

Refer to list in Section 6.

[End of Section 4]



SECTION 5 - RESPONSE SUBMITTAL FORM¹

**REQUEST FOR QUALIFICATIONS ARCHITECTURAL, ENGINEERING,
PLANNING, DESIGN AND STAFF SUPPORT SERVICES (RFQ) #01-19/20**

**Bids to be opened in the Council Chambers - 2nd Floor, City of Miami
Springs 201 Westward Drive, Miami Springs, Florida 33166-5259
on Wednesday, April 1st, 2020.**

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly
City - State - Zip Code:	The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
(Area Code) Telephone Number:	Delivery in Days After Receipt of Purchase Order:
E-Mail Address:	(Area Code) Facsimile Number:
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	Initial appropriate box to acknowledge amendment(s), if necessary. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Amendment #1 Amendment #2 Amendment #3
STATE OF: _____ COUNTY OF: _____ BEFORE ME, the undersigned authority, this document was acknowledged by _____ who: <input type="checkbox"/> is personally known to me, or <input type="checkbox"/> produced identification _____ who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed. SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2020. MY COMMISSION EXPIRES: _____ _____ NOTARY PUBLIC, State of Florida At Large _____ Printed Name	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)

¹This form may be submitted subsequently after Tab "G" referenced as Tab "H".

SECTION 6 - REQUIRED FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFQ.

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THESE FORMS MAY BE SUBMITTED SUBSEQUENTLY AFTER TAB "G" REFERENCED AS TAB "H".

6.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition. The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

6.2 Prohibition on Contingent Fees

As part of any Statement of Qualifications, the Respondent shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the agreement that may result from this RFQ and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.3 Prohibition on Contingent Fees

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

6.4 Prohibition on Contingent Fees

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States

shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

6.5 Public Entity Crimes

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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

[THIS SPACE INTENTIONALLY LEFT BLANK]

The above referenced forms are included in 'Required Forms / Deliverable' at Section 6 of this RFQ. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

LIST OF ATTACHED FORMS:

1. Statement of No Response
2. Respondent Information Worksheet
3. Respondent Qualification Statement
4. Disclosure of Beneficial Interests
5. Qualifications Cover Sheet and Questionnaire
6. Offeror's Disclosure of subcontractors, subconsultants, and suppliers
7. Drug Free Workplace Affidavit
8. Copeland Act Anti-Kickback Affidavit
9. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
10. Non-collusive Affidavit
11. Public Entity Crimes (Sworn Statement)
12. Non-Discrimination Policy
13. Cone of Silence Certification
14. Conflict of Interest & Disclosure
15. Debarment & Suspension
16. RFQ Respondent's Certification
17. Certificate of Authority
18. Acknowledgment of Conformance with OSHA Standards
19. Equal Employment Opportunity Certification
20. No Contingency Affidavit
21. Covenant Against Contingent Fees

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Schedule would not permit a response.
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? Yes No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

RESPONDENT INFORMATION WORKSHEET

COMPANY/AGENCY/FIRMNAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/LLC

BUSINESS IS A: (circle one) PARENT/SUBSIDIARY/OTHER

DATE BUSINESS WAS ORGANIZED / INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE RESPONDENT: _____

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)

CONTACT'S SIGNATURE: _____

RESPONDENT QUALIFICATION STATEMENT

The Respondent's response to this questionnaire will be utilized as part of the City's overall Response Evaluation to ensure that the Respondent meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: Please refer to Section 4.3 Experience / Qualifications of this RFQ.

ON THE FORM BELOW, RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT RESPONDENTS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

3. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI
SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee) of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Consultant") which entity is proposing to provide Architectural and Engineering services on the real property legally described on or depicted in the attached RFQ (the "Consultant Services").
2. Affiant's address is: _____
3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Consultant and the percentage interest of each such person or entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a Consultant Services agreement for the services to develop plans and specifications for a competitively bid RFQ for construction of a new senior center/multipurpose facility with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant Print Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

QUALIFICATION'S COVER SHEET AND QUESTIONNAIRE

Respondent's Name (Name of firm, entity, or organization)

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF RESPONDENT'S CONTACT PERSON:

Name: _____ Title: _____

MAILING ADDRESS:
Street Address:

City, State, Zip:

FAX:

TELEPHONE:

(____) _____

(____) _____

RESPONDENT'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Request for Qualifications Response is submitted to this Solicitation request.

Signed by: _____ Date: _____

Print name: _____

Title: _____

Company (Firm) Name: _____

Principal Officer: _____

Company Address: _____

Years in Business under Present Name: _____

Primary type of work your firm engages in: _____

Years' experience in your primary type of work: _____

List other types of work your firm engages in: _____

Does your organization have current State registration, occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? Yes No

Include copies of State registration, licenses and certificates with bid response.

Does your organization currently accept Visa (P-Cards) as form of payment? Yes No

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects that are equal to or greater in scope specifically for any experience/occasion in/of providing likes services to municipal or county governments within the past five (5) years.

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

What equipment do you own that is available for the proposed work? List on a separate sheet.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? _____

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of the City of Miami Springs.

OFFEROR'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Sub-consultants, and Suppliers to be used in connection with performance of the Contract (use additional pages, if necessary):

1. Company Name: _____

Address: _____

City, State, & Zip Code: _____

2. Company Name: _____

Address: _____

City, State, & Zip Code: _____

3. Company Name: _____

Address: _____

City, State, & Zip Code: _____

4. Company Name: _____

Address: _____

City, State, & Zip Code: _____

5. Company Name: _____

Address: _____

City, State, & Zip Code: _____

DRUG-FREE WORKPLACE AFFIDAVIT

In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use

of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- b) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-

free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- 1) Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (1).

- 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the

commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor’s Signature

Name of Company

Print Name and Title

COPELAND ACT ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the City of Miami Springs, its elected officials, and/or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed
before this

____ day of _____, 20__

Notary Public

(Printed Name)

My commission expires: _____

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____-_____-_____.)*

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third-party Consultant under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____)

_____ being first duly sworn, deposes and says that:
(1) He/She/They is/are the _____ (Owner,

Partner, Officer, Representative or Agent) of _____, the RESPONDENT that has submitted the attached RFQ response;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFQ response and of all pertinent circumstances respecting such RFQ response;

(3) Such response is genuine and is not a collusive or sham response;

(4) Neither the said RESPONDENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, firm, or person to submit a collusive or sham Response in connection with the Work for which the attached RFQ has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any RESPONDENT, firm, or person to fix any overhead, profit, or cost elements of the RFQ response or of any other RESPONDENT, or to fix any overhead, profit, or cost elements of the Statement of Qualifications or the RFQ response of any other RESPONDENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached RFQ response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDENT or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Signature)

(Printed Name) _____

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or DID NOT take an

oath

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____ whose business address
is _____ and (if applicable) its
Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____).

2. I understand that "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT

IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.

Check one:

Consultant firm hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

Consultant firm does not have a written non-discrimination policy. However, Consultant affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
<http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities>

OR

Consultant firm hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Consultant affirms that it will conform to City of Miami Springs' non-discrimination policy.

Consultant's Firm Name

Signature

Name (type or print)

Title

Date

CONE OF SILENCE CERTIFICATION

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.7 of this document titled 'Cone of Silence.'

Attachment of this executed form, as such, is required to complete a valid Response.

Individual's Signature

Date

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its Response. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's company or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

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 for 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 Consultant from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Consultant shall be exercised in accordance with regulations which shall be issued by the Procurement Division after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident related 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 Procurement Division 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; or
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 have 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).

Name: _____ Title: _____

Signature: _____ Date: _____

RFQ RESPONDENT'S CERTIFICATION

I have carefully examined the RFQ, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my Response will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Responses.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Response for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Respondent is interested in said RFQ; and that the undersigned executed this Respondents Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 Response on leases of real property to public entity, may not be awarded or perform work as a Consultant, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

STATE OF _____

City, State and Zip Code

Telephone Number

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF _____)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
 _____ a Corporation existing under the laws of the State of _____, held
 on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Response dated,
 _____, 20____, to the City of Miami Springs 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)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Partnership 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 Springs 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)

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Response dated, _____20 , to the City of Miami Springs 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)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH ORDERS AND LAW STANDARDS**

You, as Consultant's for the City of Miami Springs, hereby acknowledge and agree that you have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, all Compliance with orders and laws as outlined in Section 1.23 of this RFQ and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to Consultant's failure to comply with such act or regulation.

RESPONDENT

ATTEST

BY: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I, _____,
(Individual's Name) / (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

NO CONTINGENCY AFFIDAVIT

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ (Owner, Partner, Officer, Representative or Agent) of _____, the RESPONDENT that has submitted the attached Response;
- (2) Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2020 by

_____, who is personally known to me or has produced,

_____, as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

"It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, age, disability, or national origin. Such action shall include: employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

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Covenant Against Contingent Fees (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause) [48 FR 42478, Sept. 19, 1983, as amended at 56 FR 41730, Aug. 22, 1991; 61 FR 39189, July 26, 1996; 79 FR 24214, Apr. 29, 2014]

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EXHIBIT "A" INSURANCE REQUIREMENTS

Successful Respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

1. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Miami Springs listed as an additional insured Primary Insurance Clause

Endorsement Contingent and Contractual Liability Premises and Operations Liability

2. Automobile Liability (If Applicable) \$1,000,000

Owned or Scheduled Autos, including Hired and Non-Owned Autos

City of Miami Springs listed as an additional insured

3. Workers Compensation

Statutory Limits- State of Florida

Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

4. Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim \$3,000,000

Policy Aggregate \$3,000,000

Retro Date Included

5. Umbrella Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence \$2,000,000

Policy Aggregate \$2,000,000

City of Miami Springs listed as an additional insured

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "A-" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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EXHIBIT "B" – PRIOR LISTS OF CONSULTANTS & PROJECTS

******* DO WE NEED TO PROVIDE UPDATED LISTS WAS ON AMENDMENT 4**

Ask Tom Nash for most recent projects performed by Craven.

List of Consultants per Category for the FY13/14:

Category	Consultant
General	Atkins & Southeast Design Assoc., Inc.
Architects	None
Construction Engineering Inspections	None
Wastewater Engineers	Atkins & Southeast Design Assoc., Inc.
Civil/Structural Engineers	Atkins, Willcott Engineering, Inc. & Bermello Ajamil & Partners
Civil/Traffic & Transportation Engineers	None
Environmental Engineers	Atkins & ARS Environmental Inc.
Mechanical, Plumbing and Electrical Engineers (HVAC)	None
Planning and Zoning	Atkins
Surveyors	Roberto Brizuela & Assoc.
GIS Consultants	None

List of projects assigned to each consultant in the previous cycle under each category and the dollar value of its fee was when the project was assigned directly to the firm.

Category	Project	Consultant	Amount
General	Misc. Services for Spring View Elem.	Southeast Design Assoc., Inc.	\$570.00
Civil/Structural Engineers	DERM issues @ Golf Course	Atkins	\$5,873.83
	Engineering Survey for City Hall staircase railing	Southeast Design Assoc., Inc.	\$1,125.00
Surveyors	Survey for sidewalk improvements	Southeast Design Assoc., Inc.	\$1,700.00
Wastewater Engineers	FDOT Ongoing Drainage Improvements	Atkins	\$18,316.93
	Mokena Dr. drainage Serv.	Atkins	\$14,930.42
	Drainage/pavement improvements	Southeast Design Assoc., Inc.	\$6,891.00
Civil/Structural Engineers	Consulting for New Aquatic Center- Design Build Project	Bermello Ajamil & Partners	\$286,000.00*
Surveyors	Update Community Center Survey	Roberto Brizuela & Assoc.	\$2,700.00
Civil/Structural Engineers	Curtiss Mansion Cypress Polls	Willcott Engineering, Inc.	\$8,531.25
Surveyors	Stafford Park Survey	Roberto Brizuela & Assoc.	\$2,500.00
Environmental Engineers	Groundwater sampling	Atkins	\$4,610.00
	City Hall Bathroom Asbestos Survey	ARS Environmental Inc.	\$500.00

Planning & Zoning	Annexation	Atkins	\$1,550.24
Environmental Engineers	Asbestos Testing for New Aquatic Project	ARS Environmental Inc.	\$450.00

* Project in process

List of projects assigned to each consultant in the previous cycle under each category and the dollar value of its fee was when the project was assigned to the firm after getting multiple quotes.

Category	Project	Consultant	Amount	# of Quotes obtained
Surveyors	Stafford Park Survey	Roberto Brizuela & Assoc.	\$2500.00	3
Environmental Engineers	Asbestos Testing for New Aquatic Project	ARS Environmental Inc.	\$450.00	3

1. Question: Please provide a list of projects that are likely to be awarded in the coming cycle and their fees **Ask Tom Nash**

9. Answer: Refer to Capital Improvement list attached (Attachment "A"). **Ask William for this list.**

DO WE HAVE THIS LIST?

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