

**CITY OF CORAL GABLES, FL**  
**FINANCE DEPARTMENT / PROCUREMENT DIVISION**  
405 Biltmore Way – Coral Gables, FL 33134



**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2024-008**

**Assessment and Design Services**  
**(City Hall Restoration and Renovation)**  
**Infor Event No. 77**

**Submittal Deadline / RFQ Opening: 2:00 p.m. September 6, 2024**



**CITY OF CORAL GABLES, FL**  
2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5102, Fax: 305-261-1601

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 Tel: 305-460-5102 / Fax: 305-261-1601

## PROPOSER'S ACKNOWLEDGEMENT

<p><b>RFQ Title: Assessment and Design Services (City Hall Restoration and Renovation)</b>  <b>RFQ No.: 2024-008</b></p> <p>A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p><b>Electronic submittals must be received prior to 2:00 p.m., Friday, September 6, 2024, via INFOR; and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.</b></p> <p>Contact: Neivy Garcia              Title: Procurement Specialist              Telephone: 305-460-5121              Email: <a href="mailto:ngarcia2@coralgables.com">ngarcia2@coralgables.com</a> / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a></p>
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Proposer's Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) N/A	Email:

**ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFQ FORMS MUST BE COMPLETED, SIGNED (PERFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER AS NON-RESPONSIVE.**

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RESPONSE IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE PROPOSER.

\_\_\_\_\_

Authorized Name and Signature Title Date

# CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102, Fax: 305-261-1601

## **PUBLIC NOTICE**

### **Request for Qualifications (RFQ) No. 2024-008**

The City of Coral Gables is soliciting proposals for Assessment and Design Services pursuant to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (CCNA).

**The Request for Qualifications (RFQ) may be downloaded by visiting INFOR Supplier Services webpage. Prospective Proposers must register with INFOR, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/departments/procurement/services/supplier-services>**

Any prospective proposer who has received this solicitation by any means other than through INFOR must register immediately with INFOR to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

**SOLICITATION RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH INFOR. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.**

**A user guide for responding electronically to solicitations can be found by visiting the Infor Supplier Services webpage.**

**A non-mandatory pre-qualification conference will be held on Friday, July 26, 2024, at 9:00 a.m.** Attendance shall be via **Zoom video conference: Meeting ID: 823 3334 9916 Passcode:830587**. Prior to the pre-qualification meeting, the name of the companies and meeting participants that plan to attend should be sent to [ngarcia2@coralgables.com](mailto:ngarcia2@coralgables.com). Access link to participate: <https://us02web.zoom.us/j/82333349916?pwd=6KIJTZJUw7z6oQE6TlcrMwMtUbikgO.1> Attendance is encouraged and recommended as a source of information but is not mandatory.

**A non-mandatory Site Visit will take place on July 26, 2024, at 11:00 am (EST) at 405 Biltmore Way, Coral Gables, FL 33134.**

**Any request for additional information or clarification must be received in writing through INFOR no later than Friday, August 9, 2024, at 4:00 PM.** Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ.

**Electronic submittals for RFQ No. 2024-008 will be received until 2:00 p.m., Friday September 6, 2024, via INFOR.** The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Proposer.

**The bid response must be signed and submitted electronically via INFOR.**

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

*Anticipated Schedule of Events:*

<b>RFQ Advertisement</b>	<b>July 19, 2024</b>
<b>Non-Mandatory Pre-Qualification Conference</b>	<b>July 26, 2024, at 9:00 am</b>
<b>Non-Mandatory Site Visit</b>	<b>July 26, 2024, at 11:00 am</b>
<b>Deadline for Questions</b>	<b>August 9, 2024, at 4:00 pm</b>
<b>Response Submittal Deadline</b>	<b>September 6, 2024, at 2:00 pm</b>

Award of this solicitation will be made to the most responsive responsible qualified firm(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof and waive any informalities or technicalities at any time during the RFQ solicitation process.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

**Conflict of Interest and Code of Ethics**

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

**City Clerk, Lobbyist Registration, Applications and Forms**

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

# **CONE OF SILENCE**

## **Request for Qualifications (RFQ) No. 2024-008**

### ***NOTICE TO ALL BIDDERS AND PROPOSERS***

#### **Definition:**

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and City department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the City commissioners and City department heads, the City departments' staff, selection committee or evaluation committee members.

#### **Imposition:**

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

#### **Termination:**

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

#### **Violations:**

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the City commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

# **SOLICITATION SUBMISSION CHECKLIST**

## **Request for Qualifications (RFQ) No.2024-008**

COMPANY NAME: (Please Print): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:**

### **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # \_\_\_\_\_
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # \_\_\_\_\_
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE # \_\_\_\_\_
- 4) Fill out and submit the Solicitation Submission Check List. PAGE # \_\_\_\_\_
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through M. \_\_\_\_\_
- 6) Fill out, sign, and submit Standard Form 330, Architect-Engineer Qualifications. No response will be considered without this required form. Note: a separate Standard Form 330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas. PAGE # \_\_\_\_\_
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # \_\_\_\_\_
- 8) Indicate whether the Proposer is a State of Florida and/or County Certified Small Business or Minority Business Enterprise. If so, indicate the certifying organization or jurisdiction and include a copy of the certification with your submittal. PAGE # \_\_\_\_\_
- 9) Fill out Employer E-Verify Affidavit PAGE # \_\_\_\_\_
- 10) Fill out Lobbyist Registration & Oral Registration Forms PAGE# \_\_\_\_\_

### **SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS**

#### **(i) FOR PROPOSER**

- 1) Provide a complete history and description of your company, including, but not limited to: the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. PAGE # \_\_\_\_\_
- 2) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. PAGE # \_\_\_\_\_
- 3) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. PAGE # \_\_\_\_\_



(ii) **FOR KEY PERSONNEL**

- 1) *Utilizing Standard Form SF330, Part I – Section E.*, provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used. PAGE # \_\_\_\_\_

**SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach and methodology to perform the services solicited herein, include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders. PAGE # \_\_\_\_\_
- 2) Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload. PAGE # \_\_\_\_\_

The detailed list should include at a minimum the following:

- a. The company/agency
  - b. Dates of services
  - c. Name/Contract # of the project
  - d. Scope
- 3) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE # \_\_\_\_\_
  - 4) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE # \_\_\_\_\_
  - 5) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement. PAGE # \_\_\_\_\_
  - 6) Describe the Proposer's ability to work with other consultants designated by the City. PAGE # \_\_\_\_\_

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) *Utilizing Attachment E - Standard Form SF330, Part I – Section F and Attachment D – Reference Form*, provide detailed information on three (3) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Under sub-section 23 – "Project Owner's Information" of Standard Form SF330, include an e-mail address for the "Point of Contact". **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** PAGE # \_\_\_\_\_

- 2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". PAGE # \_\_\_\_\_

As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

- a. Name of the City Department for which the services are being performed,
  - b. Scope/description of work,
  - c. Awarded value of the contract/current value
  - d. Effective dates and term of the contract
  - e. City project manager's name and phone number,
  - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
  - g. Results of the project.
- 3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. PAGE # \_\_\_\_\_
- a. Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies, or duties under a contract for the same or similar type services to be provided under this RFQ (See Affidavit D). PAGE # \_\_\_\_\_

#### **SUBMITTAL – SECTION V: AGREEMENT COMMENTS**

- (1) Please follow the instructions as outlined in Section 1.6 Agreement Execution. The acceptance of or any exceptions taken to the terms and conditions of the City's Agreement shall be considered a part of a Proposer's submittal and will be considered by the Evaluation Committee.

#### **-- NOTICE --**

#### **BEFORE SUBMITTING YOUR RFQ RESPONSE MAKE SURE YOU:**

1. Carefully read and have a clear understanding of the RFQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFQ.
3. **Prepare and submit ONE (1) ORIGINAL RESPONSE electronically via INFOR.**
4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

**FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.**

# **SECTION 1 - INTRODUCTION TO REQUEST FOR QUALIFICATIONS**

## **Request for Qualifications (RFQ) No. 2024-008**

---

### **1.1 Invitation**

Thank you for your interest in this Request for Qualifications (“RFQ”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Proposals” / “Responses”) from Firms (“Proposers”) which offer to provide the services described in Section 2.0 “Scope of Services”.

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

### **1.2 Contract Terms and Conditions**

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

The term(s) of the Agreement shall be from the date the Agreement is fully executed until the conclusion of the Construction Administration phase of the project.

The City shall have the right to terminate this contract pursuant to Section 1.13 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

### **4) CONDITIONS FOR RENEWAL**

Each renewal of this contract is subject to the following:

- 11) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- 12) Availability of funds

### **B. CONTRACT EXTENSION**

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

### **1.3 Additional Information or Clarification**

The Proposer must thoroughly examine each section of this RFQ. If there is any doubt or obscurity as to the meaning of any part of the RFQ, the Proposer may request clarification at the pre-qualification conference or by WRITTEN REQUEST via INFOR **Supplier Services webpage** prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFQ for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through INFOR. Proposers must register via INFOR to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum

may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of or make oral changes to the RFQ. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ.

#### **1.4 Method of Award**

Award of this project will be made to the highest ranked responsive and responsible proposer(s), based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

#### **1.5 Award of an Agreement**

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposers deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low-price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

#### **1.6 Agreement Execution**

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for the City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFQ through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

#### **1.7 Unauthorized Work**

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non compensable by the City.

#### **1.8 Changes/Alterations**

Proposers may change or withdraw a Response at any time **prior to the Response Submittal Deadline through INFOR**. Modifications will not be allowed after the Response Submittal date. Oral/Verbal modifications will not be allowed.

## **1.9 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFQ. Should it be necessary, the City will issue a written addendum via **INFOR** to the RFQ clarifying such conflicts or ambiguities.

## **1.10 Disqualifications**

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

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of response submission, will be rejected as non-responsive and shall not be considered for award.

## **1.11 Proposer Expenditures**

Proposer understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

## **1.12 Financial Stability and Strength**

The Proposers must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the Response submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of response submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

## **1.13 Contract Termination**

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of

termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Proposer, the Proposer will be subject to re-procurement costs associated with the re-award or completion of the project.

#### **1.14 Contract Administrator**

The City's issuing Department shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

#### **1.15 Continuation of Work**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms and conditions.

#### **1.16 Definitions**

*Lobbying* – means the act of attempting to influence others to create legislation or conduct an activity that will help a particular organization.

*May* denotes the permissive.

*Must* denotes the imperative.

*Offeror* means a "person" or "entity" submitting an offer in response to a solicitation.

*Proposal* means an executed document submitted by a proposer in response to a request for proposals to be used as a basis for negotiations for entering into a contract.

*Proposer* means the offeror/respondent/individual/business/owner who is submitting a formal response to a request for proposals, request for letters of interest or request for qualifications.

*Request for qualifications (RFQ)* means all documents, whether attached or incorporated by reference, utilized in the qualifications-based procurement for the purpose of obtaining qualification and performance data, including but not limited to financial capability, reputation, experience, and competency.

*Responsible offeror* means a person who is deemed to possess the capability, as determined by the City, in all respects to perform fully the contract requirements, and the experience, capacity, facilities, equipment, credit, integrity and reliability, which will assure good faith performance.

*Responsive offer* means an offer that conforms in all material respects to the requirements set forth in the solicitation document.

# **SECTION 2 – SCOPE OF SERVICES**

## **Request for Qualifications (RFQ) No. 2024-008**

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### **2.1 Introduction**

The City of Coral Gables, the City Beautiful, is a progressive, international, coastal and historic city. Coral Gables has a population of approximately 50,000 residents, has a vibrant downtown and is home to the University of Miami. It is proud to be listed as a top City and Small Town to live in Florida and 8th best City in the Country for ESG Investments.

Developed by George Merrick and formally incorporated as a City in 1925, the City of Coral Gables architecture is largely Mediterranean Revival style. Early in the City's planning and development, Merrick shared his vision for Coral Gables as "a most extraordinary opportunity for the building of 'Castles in Spain'," Coral Gables has traditionally placed a high priority on historic preservation. The City passed its first preservation ordinance in 1973 as many of its earliest structures from the 1920s began to reach their 50th anniversaries. In the City, there are more than 1,000 properties on the Coral Gables Register of Historic Places, 7 historic villages, and 11 sites listed in the National Register of Historic Places, including Merrick House, the Biltmore Hotel, and Coral Gables City Hall that this Request for Qualification is for.

The City of Coral Gables is unique among the communities of Miami-Dade County in that it can trace its beginning to the early 20th century City Beautiful movement. The spirit of the City Beautiful movement was rooted in the notion that if cities were to be the centers of American progress, then the infrastructure of those cities should be something that was celebrated. From tree plantings to a robust street construction program, to key infill investments in the downtown core, the City of Coral Gables carries on that legacy today in its approach to public works and planning.

In the past few years, the City has experienced healthy growth and overcome the challenges of the COVID-19 pandemic, which has bolstered the economic base. Today, Coral Gables is home to over 100 multinationals and more than 20 consulates and trade offices. Night and day, the City's Downtown is bustling with pedestrians who have easy access to hundreds of restaurants and an abundance of shops, many within walking distance of the downtown business district. A culinary destination, Coral Gables boasts several highly acclaimed Chef-driven restaurants and is the home to four recently crowned Michelin Bib Gourmand restaurants.

The City supports both the residential and business sectors with excellent City services, having attained the highest possible standards in every field. The Coral Gables Police and Fire Departments are both fully accredited, with Police achieving the international gold standard in public safety and the Fire department being one of only a handful of departments nationally that holds the distinction of being both a recognized ISO Class 1 Fire Department as well as accredited through the Commission on Fire Accreditation International, for providing exemplary fire protection and emergency services to the community. In addition, Coral Gables has been named a "Tree City USA" for 38 consecutive years; it is an award-winning Smart City and offers one of the most comprehensive Community Recreation programs in the state.

## 2.2 Purpose

The City of Coral Gables is seeking to engage the services of a qualified Consultant for a comprehensive historic restoration and renovation of Coral Gables City Hall, a three-story building designed in Mediterranean Revival architectural style, which was a major element in George Merrick's plan to create a Mediterranean-inspired City. It was designed by Phineas Paist, the Supervising Architect of Coral Gables, and Denman Fink, the Art Director of Coral Gables, and constructed from 1927 through 1928. It is listed in the National Register of Historic Places, exterior and interior designated. The total Building area for restoration and renovation is approximately 14,000 square-feet.

The City and selected firm shall negotiate this RFQ's effort in two phases: Phase I – Project Assessment and Phase II – Design/Construction Documents/Construction Administration. Initially, the selected firm will enter a contract to provide project assessment services to the City. Subsequently, pending successful negotiations and agreement on a contract price, the selected firm will enter into a contract for design, construction documents, and construction administration services.

The City reserves the right to terminate negotiations for Phase I and/or Phase II if a financial agreement is not reached after reasonable efforts and proceed to negotiate with the second ranked firm.

## 2.3 Scope of Services

Scope includes evaluation and assessment of existing conditions, Architectural and Engineering (A/E) design services, including construction documentation, cost estimates, construction administration and occupancy planning for a comprehensive historic restoration and renovation of the existing City Hall building, connected loggia, exterior walls of detached Annex building, courtyard, fountain, grounds, and ground elements such as flagpole pedestal base and statue pedestal base, located at 405 Biltmore Way, Coral Gables, Florida. Upgrade of emergency generator located adjacent to Annex building (currently servicing IT equipment only) shall be included. Annex building interior and parking lot are excluded from the scope of this RFQ. Re-roofing was recently completed and is excluded. The third floor of the City Hall is to be renovated by separate project and is excluded from the scope, unless certain work is found necessary by the evaluation and assessment under this RFQ. All building infrastructure as to mechanical, electrical, and plumbing shall be evaluated and upgraded, as needed.

All professional services shall be in accordance with The Secretary of the Interior's Historic Preservation Professional Qualification Standards as well as regulations and guidelines of Florida Department of State – Florida Division of Historical Resources and as follows:

### Federal

- Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as amended in 2004 36 C.F.R Part 800: Protection of Historic Properties  
[Section 106 of the National Historic Preservation Act of 1966](#)
- Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 C.F.R 68)  
[Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation](#)
- Professional Qualification Standards (48 FR 44716, September 29, 1983)  
[Professional Qualification Standards](#)



- Standards and Guidelines for Archeology and Historic Preservation (as amended and annotated by the National Park Service)  
[Standards and Guidelines for Archeology and Historic Preservation](#)
- Standards for the Treatment of Historic Properties, 1995  
[Standards for the Treatment of Historic Properties, 1995](#)

#### State

- Chapter 267, Florida Statutes  
[Chapter 267, Florida Statutes](#)
- Management Procedures and Guidelines for Archeology and Historical Sites and Properties on State-owned or Controlled Lands, 2007  
[Management Procedures and Guidelines for Archeology and Historical Sites and Properties on State-owned or Controlled Lands, 2007](#)
- Archaeological Reports Standards and Guidelines, Chapter 1A-46, Florida Administrative Code  
[Archaeological Reports Standards and Guidelines, Chapter 1A-46, Florida Administrative Code](#)
- All historic materials conservation services shall be in accordance to the American Institute for the Conservation of Historic and Artistic Works of Art (AIC) Code of Ethics and Guidelines for Practice.  
[American Institute for the Conservation of Historic and Artistic Works of Art \(AIC\) Code of Ethics and Guidelines for Practice](#)

All work including assessment, shall be carried out in manners that minimize damage to and loss of historic structures, characteristics, and contents.

Scope of work shall consist of all assessment, design, and other consulting services necessary to fully restore, repair and renovate the existing City Hall Complex except for what is clearly excluded, and at a minimum shall include:

1. Existing Condition Verification & Assessments. Existing drawings, past reports and surveys will be provided for reference. Refer to Exhibits A through M
  - a. Review of City provided information, including but not limited to reports, surveys, existing drawings, and relevant correspondences.
  - b. Asbestos survey update, excluding 3<sup>rd</sup> floor
  - c. Termite survey, excluding 3<sup>rd</sup> floor
  - d. Non-destructive Historical Assessment including the fountain, mural and built-in artwork.
  - e. Full Architectural and Engineering Assessment, including architectural, ADA, life safety, structural, mechanical, electrical, lighting, emergency generators, plumbing, fire protection, and landscape. Assessment of the 3<sup>rd</sup> floor and the 1<sup>st</sup> floor to take into consideration of other in-progress projects (Refer to Exhibit D and Exhibit E).
  - f. Forty (40)-year Recertification Report was completed recently. Refer to Exhibit G.

- g. Re-roofing was completed recently and is excluded from the scope.
  - h. Equipment for access control, CCTV, security alarm, telecom, low voltage, audio/video, technology and CGTV will be assessed by City IT Dept. Coordinate with City IT Dept to ensure that there is no scope gap in assessment.
  - i. City Hall 3<sup>rd</sup> Floor renovation project is in construction under a separate project. Assessment of the 3<sup>rd</sup> floor is included in this RFQ. Refer to Exhibit E.
  - j. Offices on the 1<sup>st</sup> floor of City Hall are partially renovated for interim use, under a separate project. Assessment of the 1<sup>st</sup> floor is included in this RFQ. Refer to Exhibit D.
2. Comprehensive reports with recommended and prioritized historic restoration, system upgrades, renovation scope of work, and itemized budgetary cost estimates.
  3. Full Historical, Architectural and Engineering Design and Documentation for a complete restoration, renovation, and upgrade to include:
    - a. Boundary survey update
    - b. Tree survey as required based on the Phase 1 Assessment
    - c. Historic restoration design and documentation
    - d. Landscape & irrigation design and documentation
    - e. Architectural design and documentation including life safety and elevator replacement
    - f. ADA/accessibility upgrade
    - g. Structural design and documentation for necessary repairs
    - h. HVAC design and documentation for a full upgrade
    - i. Plumbing design and documentation for a full upgrade
    - j. Electrical design and documentation for a full upgrade, including Power, Lighting, Data, Fire Alarm, Lightning Protection, and Public Safety Radio System.
      - Empty conduits if necessary for access Control, CCTV, security alarm, telecom, low voltage, audio/video, technology and CGTV (wiring and equipment upgrade by City)
    - k. Interior design and documentation
    - l. Architectural Lighting design and documentation
    - m. Graphics & Signage design and documentation
    - n. LEED Certification, minimum LEED Silver
    - o. Other related and necessary design services in connection with planning, design and execution of City Hall Restoration & Renovation project
    - p. Re-roofing was recently completed and is excluded from the scope of this RFQ

- q. 3rd floor restoration and renovations, if work beyond the separate project (refer to EXHIBIT E) is found necessary by the evaluation and assessment under this RFQ
4. Design Submittals at Schematic Design, Design Development, 90% Construction Documents (for permitting), and Bid Documents phases
5. Presentation packages, attendance, and presentations for required approvals by City Boards and City Commission
6. Design phase bi-weekly meetings
7. Design Services for furniture, fixtures, and equipment (FF&E)
8. Art in Public Places (AIPP) Coordination & Assistance is not required; AiPP fees of 1.5% of total project cost will be set aside for AIPP installation at other locations and shall be taken into account when preparing cost estimates.
9. Budget Verification and Construction Cost Estimates at Design Development and 90% Construction Documents phases. Construction cost estimate at 90% CDs shall be provided by a professional cost estimator
10. Schedule Planning
11. Participation and coordination with structural peer reviews if required
12. Board approvals by all applicable City Boards
13. Permitting Assistance
14. Bidding Assistance
  - a. Attend pre-bid meeting
  - b. Review and respond to pre-bid questions for Addenda when required
  - c. Assist in the evaluation of construction proposals
15. Construction Administration
  - a. Attend bi-weekly meetings from Notice to Proceed (NTP) to Final Completion
  - b. Review and respond to construction schedule updates, submittals, RFIs, change order proposals, payment requisitions
  - c. Issue field visit reports
  - d. Coordinate with Owner and issue Architects Supplemental information (ASIs), Change Orders, and other directives
  - e. Review As-builts, Record Documents, and project close-out documents
16. Move & Occupancy Planning and Assistance

# **SECTION 3 - MINIMUM QUALIFICATION** **REQUIREMENTS**

## **Request for Qualifications (RFQ) No. 2024-008**

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

### Minimum Qualifications:

#### **(A) PROPOSER SHALL:**

**Using Attachment D – Reference Form and Attachment E Standard Form (SF) 330, Demonstrate Items 1 And 2 Below:**

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Qualifications "Scope of Services." Bidder's ability to demonstrate the minimum of five (5) years shall be verified through bidder's references provided.

At least one (1) of the references' start date **must** cover the five (5) year period from the issuance date of this solicitation.

#### **AND**

- (2) Provide a **minimum** of three (3) similar in scope and size, completed historic restoration and renovation projects, including restoration of buildings listed in National Register of Historic Places satisfactorily performed in the last fifteen (15) years. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

*NOTE: References MUST respond with information to document that this requirement is fulfilled. It is solely the proposer's responsibility to list client references that will respond to the verification process and to follow to ensure the documentation is provided in a timely manner.*

- (3) Be licensed, registered, and practicing in the State of Florida as an architectural firm, with a valid "Certificate of Authorization" pursuant to Section 471.023, Florida Statute.
- (4) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives: Federal law, regulations, and executive orders; and State/Local law and regulations, and executive orders.

**(B) KEY PERSONNEL**

- (1) The Proposer's Project Manager: Must be a licensed Architect with the Department of Business and Professional Regulation in the State of Florida, with a minimum of five (5) years of documented experience with historical sites and buildings and has successfully managed a minimum of three (3) historic restoration and renovation projects similar in scope and size, including restoration of buildings listed in the National Register of Historic Places. Experience must also include services similar in scope provided to government agencies at the municipal/local government level or higher.
  
- (2) The Proposer's Lead Conservator of Historic Restoration and Preservation: Must have a minimum of five (5) years of documented successful experience in the restoration of historic buildings and provide proof or documentation for a minimum of three (3) successful projects similar in scope and size, including projects of historic buildings with coral rock or equally soft and porous stone façade, and buildings listed in National Register of Historic Places.

General Qualifications

The following represent the qualification(s) required by the successful Proposer prior to final award or contract execution:

**(C) PROPOSER WILL:**

- (1) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation. **Submittals:** Current Florida Department of State, Division of Corporation certificate or equivalent document.

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# **SECTION 4 - GENERAL CONDITIONS**

## **Request for Qualifications (RFQ) No. 2024-008**

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### **4.1 Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all Proposals or sections thereof and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. This offering of RFQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s). Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the services outlined.

### **4.2 Legal Requirements**

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

### **4.3 Non-Appropriation of Funds**

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

### **4.4 Occupational License Requirements (Business Tax Receipt Requirements)**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

### **4.5 Use of Polystyrene Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the City or in completing its duties to the City under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the City contractor, vendor, lessee, or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee, or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease, or agreement.

#### **4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the City or in completing its duties to the City under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee, or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

#### **4.7 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 Responses on leases of real property to a public entity, may not be awarded or perform work as a Proposer, 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 36 months from the date of being placed on the convicted vendors list.

#### **4.8 Resolution of Protests**

Pursuant to Section 2-950 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

#### **4.9 Determination of Responsiveness**

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Response is one which meets the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

#### **4.10 Evaluation of Responses**

##### **A. Rejection of Responses**

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder’s/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

#### **B. Elimination From Consideration**

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

#### **C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) The City may consider the Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress, or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) The City may consider whether or not the Proposer has previously defaulted in the performance of a public service contract or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

#### **4.11 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all



situations where collusion may have occurred, and the City reserves the right to reject any and all Responses where collusion may have occurred.

#### **4.12 Sub-Contractor / Sub-Consultant**

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFQ. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFQ. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultants from performing work under this RFQ.

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

#### **4.13 Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness, or other emergency situations.

#### **4.14 Florida Public Records Law**

Sealed bids, proposals, or statements of qualifications received by an agency pursuant to invitation for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

#### **4.15 Trade Secret, Proprietary or Confidential Information**

The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Proposer a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

#### **4.16 Purchasing Agreements with Other Government Agencies**

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Qualifications constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities.

Each governmental, not-for-profit, or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

#### **4.17 Protection of Property / Safety Concerns:**

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

#### **4.18 Invoicing & Payment**

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

#### **4.19 Auditing of Records**

The Successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

#### **4.20 Single Proposal**

Only one (1) Response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

#### **4.21 Estimated Quantities**

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

#### **4.22 Background Screenings**

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

**External Contracts** – Professional’s employees working on the outside (i.e., landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

**Internal Contracts** – Professional’s employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e., Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening and submit the results to Human Resources (HR).

**4.23 Employee Eligibility Verification.** Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

**4.24** Lobbyist Registration Form. The Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a City board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

## **SUPPLEMENTARY CONDITIONS**

### **4.25 Preclusion**

Successful Proposer and sub-consultants contracted to provide architectural and engineering design services under this RFQ are precluded from bidding/responding to the competitive solicitation for the construction phase of a project.

### **4.26 Competitive Specifications**

It is the goal of the City to maximize competition for a project among suppliers and contractors. The Proposer shall endeavor to prepare all documents, plans and specifications that are in accordance with this goal. Under no condition shall Proposer include means and methods or product specifications that are considered “sole source” or restricted without prior written approval of the City.

### **4.27 Additional Terms or Conditions**

This RFQ, including the attached draft Professional Services Agreement, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a response, Proposer agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

**SECTION 5 –**  
**INDEMNIFY, DEFEND AND HOLD HARMLESS &**  
**INSURANCE REQUIREMENTS**

**Request for Qualifications (RFQ) No. 2024-008**

- 5.1** To the fullest extent permitted by Laws and Regulations, the Proposer who is awarded this solicitation shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Proposer, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Proposer, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Proposer, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Successful Proposer or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Proposer awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Proposer will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.

- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Proposer or any other party, Proposer will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Proposer will reimburse City on a per hour basis as follows:
  - For the Mayor or City Commissioner: \$300.00 per hour
  - For the City Manager: \$250.00 per hour
  - For an Assistant City Manager or Department Director: \$250.00 / hour
  - For an Assistant Department Director: \$100.00 per hour
  - For City Attorney or Assistant City Attorney: Prevailing market rates
  - For other employees: \$50.00 per hour
- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

**5.4** To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

**5.5** The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFQ, will supersede and take precedence over any such provisions contained within the RFQ documents.

**5.6 INSURANCE REQUIREMENTS**

**5.6.1 GENERAL CONDITIONS**

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Human Resources and Risk Management Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Proposer shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance and must submit these documents to the Risk Management Division of the Office of Human Resources and Risk Management Department for review and approval.

All City solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

**5.6.2 PROPOSER REQUIREMENTS**

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business

within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

**5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT  
(TO BE APPROVED / CUSTOMIZED BY RISK MANAGEMENT BEFORE PUBLISHING)**

**5.6.3.1 PROFESSIONAL Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Proposer shall become legally obligated to pay as damages for claims arising out of the services performed by the Proposer or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any services covered by this Agreement.

**5.6.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Proposer engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

**5.6.3.2.1** Workers' Compensation - Coverage A  
Statutory Limits (State or Federal Act)

**5.6.3.2.2** Employers' Liability - Coverage B  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit

**5.6.3.3 Commercial General Liability Insurance** written on an occurrence basis including but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

**5.6.3.3.1** Each Occurrence Limit - \$1,000,000

**5.6.3.3.2** Fire Damage Limit (Damage to rented premises) - \$100,000

**5.6.3.3.3** Personal & Advertising Injury Limit - \$1,000,000

**5.6.3.3.4** General Aggregate Limit - \$2,000,000

**5.6.3.3.5** Products & Completed Operations Aggregate Limit - \$2,000,000

**5.6.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

**5.6.3.4.1** Combined Single Limit (Each Accident) - \$1,000,000

**5.6.3.4.2** Any Auto (Symbol 1)

**5.6.3.4.3** Hired Autos (Symbol 8)

**5.6.3.4.4** Non-Owned Autos (Symbol 9)

**5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**5.6.4.1 Workers Compensation**

The standard form approved by the State of Jurisdiction

**5.6.4.2 Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

#### **5.6.4.3 Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

### **5.6.5 REQUIRED ENDORSEMENTS**

#### **5.6.5.1 The following endorsements with City approved language**

**5.6.5.1.1** Additional insured status provided on a primary & non-contributory basis for the General and Auto Liability policies

**5.6.5.1.2** Waiver of Subrogation on all policies except Professional Liability

**5.6.5.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. BOX 100085 – CE  
DULUTH, GA 30096

**5.6.5.2 All policies except for Professional Liability shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.**

#### **5.6.5.3 HOW TO EVIDENCE COVERAGE TO THE CITY**

**The following documents must be provided to the City;**

**5.6.5.3.1** A Certificate of Insurance containing the following information:

**5.6.5.3.1.1** Issued to entity contracting with the City

**5.6.5.3.1.2** Evidencing the appropriate Coverage

**5.6.5.3.1.3** Evidencing the required Limits of Liability required

**5.6.5.3.1.4** Evidencing that coverage is currently in force

**5.6.5.3.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

**5.6.5.4 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**

**5.6.5.5 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**

**5.6.5.6 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.**

**5.6.6 WAIVER OF INSURANCE REQUIREMENTS**

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [riskmanagement@coralgables.com](mailto:riskmanagement@coralgables.com). Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance  
Phone: (951) 652-2883.  
Fax: (770) 325-0417  
Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When Proposer provides evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables  
Insurance Compliance  
P.O. Box 100085 – CE  
Duluth, GA 30096

***Remainder of Page Intentionally Left Blank***



# **SECTION 6 - SUBMISSION REQUIREMENTS**

## **Request for Qualifications (RFQ) No. 2024-008**

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### **6.1 SUBMITTAL INSTRUCTIONS**

Proposers shall submit one (1) Original Response, electronically via INFOR. The Professional Service Agreement is a *draft* for your review; therefore, *submission of this agreement is not required with the Response*. Responses must be submitted **electronically** prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to submit the Response on or before the submittal deadline.

**Proposals shall be submitted electronically via INFOR.**

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any proposal submitted in response to this solicitation can and will be used in the evaluation process.

### **6.2 RESPONSE FORMAT**

THE PROPOSAL SHALL BE **PAGE NUMBERED FROM START TO FINISH**, TABBED BY EACH SECTION, AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA . (**DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**):

<b>SUBMITTAL I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.</b>
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#### **PROPOSERS SHALL:**

- a) Show the **RFQ Number and Title**, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- b) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. Clearly identify the material by **section and page number**.
- c) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- d) Fill out and submit the **Solicitation Submission Check List**.
- e) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavits E-Verify and Schedules A through M**.

- f) Fill out, sign, and submit **Standard Form 330, Architect-Engineer Qualifications**. No response will be considered without this required form. Note: a separate Standard Form 330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas.
- g) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- h) Indicate whether the Proposer is a State of Florida and/or County Certified Small Business or Minority Business Enterprise. If so, indicate the certifying organization or jurisdiction and include a copy of the certification with your submittal.
- i) Fill out Employer **E-Verify Affidavit**
- j) Fill **Lobbyist Registration & Oral Presentation Forms**

**SUBMITTAL II:**

**(i) FOR EXPERIENCE AND QUALIFICATIONS OF THE COMPANY - PROPOSERS SHALL:**

- a) Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies.
- b) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.
- c) After receipt of responses, Proposers may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.

**(ii) FOR KEY PERSONNEL**

- a) *Utilizing Standard Form SF330, Part I – Section E.*, provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used.

**SUBMITTAL III: PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY**

**PROPOSERS SHALL:**

- a) Describe in detail, your approach and methodology to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders.

- b) Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload.

The detailed list should include at a minimum the following:

- a. The company/agency
  - b. Dates of services
  - c. Name/Contract # of the project
  - d. Scope
- c) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community.
- d) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget.
- e) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement.
- f) Describe the Proposer's ability to work with other consultants designated by the City.

<b>SUBMITTAL IV: PAST PERFORMANCE AND REFERENCES</b>
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**PROPOSERS SHALL:**

- a) *Utilizing Attachment E - Standard Form SF330, Part I – Section F and Attachment D – Reference Form*, provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Under sub-section 23 – "Project Owner's Information" of Standard Form SF330, include an e-mail address for the "Point of Contact". **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.**
- b) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City".

As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

1. Name of the City Department for which the services are being performed,
2. Scope/description of work,
3. Awarded value of the contract/current value
4. Effective dates and term of the contract
5. City project manager's name and phone number,
6. Statement of whether the Proposer was the prime contractor or subcontractor, and
7. Results of the project.

- c) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- d) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies, or duties under a contract for the same or similar type services to be provided under this RFQ (See Affidavit D).

<b>SUBMITTAL V: AGREEMENT COMMENTS/EXCEPTIONS</b>
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- 1) Please follow the instructions as outlined in Section 1.6 Agreement Execution. The acceptance of or any exceptions taken to the terms and conditions of the City's Agreement shall be considered a part of a Proposer's submittal and will be considered by the Evaluation Committee.

# **SECTION 7 - EVALUATION/SELECTION PROCESS**

## **Request for Qualifications (RFQ) No. 2024-008**

### **7.1 Evaluation Procedures**

- (a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFQ. The Procurement Division will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposers, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Response constitutes acknowledgement of the process and consent to such investigation.

### **7.2 Method of Evaluation**

An Evaluation Committee, appointed by the Chief Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer, based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Chief Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

### 7.3 Evaluation Criteria

The Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications of Firm and Key Personnel	45
b)	Project Understanding, Proposed Approach, and Methodology	25
c)	Past Performance and References	25
d)	Exceptions to the Agreement	5
	Total Points	100

#### Proposer Evaluation Criteria Breakdown

##### a) Experience & Qualifications

**Total Points: 45**

- Proposer’s qualifications, including, but not limited to: company history and description, the number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to effectively meet the City’s needs, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. **Points: 10**
- Proposer’s Historic Restoration and Preservation Firm’s expertise and experience in completing projects similar in scope and nature to the services described in the solicitation. **Points: 15**
- Proposer’s familiarity with permitting agencies and permitting/certification procedures, especially in City of Coral Gables, Miami-Dade County, and LEED certification. **Points: 5**
- Proposer’s expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. **Points: 5**
- Proposer’s financial stability. **Points: 5**
- Qualifications and experience of all proposed key personnel (including sub-consultants) **Points: 5**

##### b) Project Understanding, Proposed Approach, and Methodology

**Total Points: 25**

- Proposer’s overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovation interaction and communication with the community, City staff, and multiple stakeholders. **Points: 12**
- Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer’s workload. **Points: 3**
- Proposer’s demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community. **Points: 5**
- Proposer’s demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer’s experience with similar projects completed on-time and within budget. **Points: 5**

**c) Past Performance and References**

**Total Points: 25**

Proposer's detailed references and past performance, City contracts, litigation history. Refer to Section 6.

- Provide detailed information on three (3) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. **Points: 9**
- Provide detailed information on the Proposer's relevant projects of restoration of buildings listed on National Register of Historic Places. **Points: 4**
- All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". **Points: 4**
- List with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 4**
- Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies, or duties under a contract for the same or similar type services to be provided under this RFQ (See Affidavit D) **Points: 4**

**d) Agreement Comments/Exceptions**

**Total Points: 5**

- Review exceptions made by the proposer to the conditions listed in the agreement for the services.

**SECTION 8 –**  
**PROPOSER’S AFFIDAVITS, EMPLOYER E-VERIFY AND**  
**LOBBYIST REGISTRATION FORMS**

**Request for Qualifications (RFQ) No. 2024-008**

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**8.1 Proposer’s Affidavit - Schedules A through M as follows:**

- A - Certificate of Proposer
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Proposer’s Qualification Statement
- E - Code of Ethics, Conflict of Interest, Cone of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Certification
- L - Work Hours & Safety Certification
- M - Safety Accident Prevention

**8.2 Employer E-Verify Affidavit**

**8.3 Lobbyist Registration & Oral Presentation Forms**



**SECTION 9 –**  
**STANDARD FORM 330 ARCHITECT-ENGINEER**  
**QUALIFICATIONS**

**Request for Qualifications (RFQ) No. 2024-008**

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- 9.1** Attachment E - Standard Form 330 Architect-Engineer Qualifications – This form must be completed in its' entirety. Please follow the instructions outlined in the form.

**SECTION 10 –**  
**PROFESSIONAL SERVICES AGREEMENT (DRAFT)**

**Request for Qualifications (RFQ) No. 2024-008**

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- 10.1** The enclosed agreement, Attachment F, is a draft for your review only. DO NOT complete and submit the agreement at time of response submittal. This document will be finalized with the awarded proposer for the services.