

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



**REVISED**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2025-050**

**TITLE:**  
**MOBILITY HUB PRECONSTRUCTION AND**  
**CONSTRUCTION MANAGER AT RISK SERVICES**

**INFOR EVENT No. 154**

**Submittal Deadline / RFQ Opening: 2:00 p.m. December 29, 2025**



**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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# 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. 2025-050**

The City of Coral Gables is seeking statements of qualifications to engage the services of qualified and licensed Construction Manager at Risk (CMR) firms to provide preconstruction services expertise during the design of the project and serve as the general contractor during the construction of the project for the successful completion of the State-Of-The-Art Mobility Hub, (the "Project"), pursuant to Florida Statutes 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-proposal conference** will be held on **Wednesday, December 3, 2025, at 1:30 p.m.** Attendance shall be via **Zoom video conference: Meeting ID: 849 7849 1798 Passcode: 359155**. Prior to the pre-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to [ngarcia2@coralgables.com](mailto:ngarcia2@coralgables.com). Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: [Zoom](#)

**A non-mandatory Site Visit** will be conducted at the site of Parking Garage #1, 245 Andalusia Avenue, Coral Gables, Florida 33134 on Wednesday, **December 3, 2025**, at 3:00 p.m. Attendance is encouraged and recommended as a source of information but is not mandatory.

**Any request for additional information or clarification must be received in writing through INFOR no later than Monday, December 15, 2025, 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. 2025-050 will be received until 2:00 p.m., Monday, December 29, 2025, 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 Bidder.

**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>November 25, 2025</b>
<b>Non-Mandatory Pre-Qualification Conference</b>	<b>December 3, 2025 at 1:30 PM</b>
<b>Non-Mandatory Site Visit</b>	<b>December 3, 2025 at 3:00 PM</b>
<b>Deadline for Questions</b>	<b>December 15, 2025 at 4:00 PM</b>
<b>Response Submittal Deadline</b>	<b>December 29, 2025 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. 2025-050**

### ***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. 2025-050**

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 H. \_\_\_\_\_
- 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 # \_\_\_\_\_
- 4) Proposer is required to submit financial statements for each of their last two (2) complete fiscal years. 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 either an appropriate Corporate Officer or an independent Certified Public Accountant.  
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 and to coordinate with all Authorities Having Jurisdiction. PAGE # \_\_\_\_\_

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

- 1) Using the required Attachment D - Reference Form, provide a minimum of three (3) references (but no more than five (5) for which Proposer has performed similar scope of services in the last five (5) years. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference (City related experience will be outlined in the request below).** PAGE # \_\_\_\_\_
- 2) Utilizing Standard Form SF330, Part I – Section F, 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.** PAGE # \_\_\_\_\_

- 3) 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.
- 4) 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 Schedule D of Attachment A*). PAGE # \_\_\_\_\_

**SUBMITTAL – SECTION V: AGREEMENT COMMENTS/ EXCEPTIONS**

- 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. 2025-050**

---

### **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 Preconstruction Agreement included as part of this RFQ. During the preconstruction phase services, pending successful negotiations, and agreement on a contract price, the parties shall negotiate a construction manager at risk agreement (“Construction Management Agreement”).

The term(s) of the Agreement shall be for a period of two (2) years with the option to renew for one (1) additional one (1) year period.

The City shall have the right to terminate any 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. For the avoidance of doubt, the City has no obligation to enter into a Construction Management Agreement unless and until the parties have executed a mutually agreed upon Construction Management Agreement.

#### **A. CONDITIONS FOR RENEWAL**

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) 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 Preconstruction 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 Performance and Payment Bond**

The Successful Proposer shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (100%) of the proposal amount. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Proposer with the City Clerk, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment

or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

**1.14 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages**

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<u>Bond Amount</u>	<u>Best Rating</u>
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposal is issued.
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

**1.15 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.

**1.16 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.

**1.17 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.

**1.18 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. 2025-050**

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### **2.1 Scope Narrative**

The Scope of Work for the State-Of-The-Art Mobility Hub may consist of the following: The Mobility Hub will be a mixed-use building that will host multiple transportation and mobility activities for people visiting, living, and working in Coral Gables. The City of Coral Gables is envisioning this structure to have a lifespan of 75 years. Due to the fast-changing pace of transportation and mobility technology, this building will need to be designed to be adaptable during its lifespan.

The following scope narrative and conceptual study, prepared by the City's Parking Consultant, provides a sample conceptual approach that defines the Project's program.

The ground level of the Mobility Hub will most likely host the mobility related program components, including an internal drive-thru lane for ride sharing services to pick-up and drop-off users and have accessibility to other mobility uses at grade. Due to Andalusia Avenue being one way eastbound, we have located the entry/exit lanes to the parking levels on the west side of the building with the exit lane for the drive-thru lane on the west side of the building to minimize vehicular conflicts. The entry to the drive-thru lane is located on the east side of the building to minimize vehicle conflicts and provide a clean entry portal for those utilizing the many mobility options. The sidewalk on the north side of Andalusia Avenue will be dedicated as drop-off and pick-up areas for City Trolleys and other larger vehicles. The ground level will provide retail/flex-use space, bicycle storage, dockless vehicle parking, bike share docking stations, a wi-fi lounge, e-Commerce Logistics for drone package deliveries and pop-up coffee shops. Back of house (MEP) support spaces will also be located on the ground level. A speed ramp will take vehicles up to the first supported level to maximize the space for other ground level uses. A pedestrian connection on the ground level in the north-south direction will connect to a new Paseo on the north side of the alley that will allow users direct access to Miracle Mile from the building. Glass-backed elevators, facing Andalusia Avenue will be utilized to enhance passive security. A second pair of elevators will serve the e-Commerce logistics with access to the rooftop for drone delivery.

Initially, the first supported level will be reserved for Electric Vehicles (EV), with charging stations on all spaces. As the need for additional EV charging stations grows, additional levels will be convertible to be exclusive for EV. Provisions and upgrading of the electrical system will be needed to accommodate for the future expansion of the EV charging infrastructure. These provisions shall include running empty conduit to the future location of EV charging stations and additional space for transformers and other electrical equipment in the electrical room. This first supported level will be 25'-0" above the ground level to provide ample headroom for the ground level program uses and access to the pedestrian path connecting to the Paseo and eventually Miracle Mile.

The intermediate levels between the ground level and the rooftop will serve as self-parking levels when the building is opened. These levels have been designed to accommodate self-driving vehicles in the future since the garage consists of long span construction. The ramp layout of these park-on levels will be a double threaded helix ramping system, with one-way traffic flow and two (2) double-loaded bays, utilizing angled parking. The footprint of the park-on levels will overhang 5'-0" to the

sidewalk on the south side of the property as well as 5'-0" on the alley side, on the north side. This will increase the efficient depth of the property from 100'-0" to 110'-0" to accommodate the two (2) double-loaded parking bays. The self-parking portion of the garage will roughly yield between 750-800 spaces. The parking bays will have columns on the perimeter to improve maneuvering and visibility. The concept was developed with a cast in place post-tensioned structure in mind for the long span parking bays and for the expected lifespan of the building. The floor-to-floor height on the intermediate levels is 12'-0" for improved natural ventilation, distribution of natural light and to improve passive security.

Self-driving vehicles will be able to park closer together so that when the garage is converted to 100% self-driving vehicles, the parking capacity may increase to approximately 1,050 spaces, using the same floor area. The parking portion of the building will be designed as an open parking garage with natural ventilation.

The top level of the mixed-use building will be an active rooftop with open air uses for the public: potentially including landscaped areas, venue space, café/restaurant(s), lounging areas and/or areas to practice sports. The final design will need to consider the egress needs for public assembly. The City also wants to consider a heliport on the top level of the building.

## **2.2 Purpose**

The City of Coral Gables is seeking to engage the services of a qualified Construction Manager at Risk (CMR) firm for the successful completion of the State-Of-The-Art Mobility Hub Project, (the "Project"). Initially, the CMR will enter into a contract to provide preconstruction services expertise to the City and design team during the design phase of the Project. Subsequently, pending successful negotiations, agreement on a contract price, and execution of a construction contract between the City and the CMR, the CMR will serve as the **construction manager** and general contractor during the construction of the Project. The services of the CMR begin with the firm providing an agency support role for the design phase services. At some point prior to construction, the CMR will assume the risk of delivering the Project through a guaranteed maximum price or fixed price contract, at the discretion of the City. The City reserves the right to cease negotiations for the construction portion of the CMR agreement at any time during the preconstruction services phase for any reason, including, but not limited to if the parties are unable to reach agreement on a contract, contract price, guaranteed maximum price or if the City otherwise decides not to proceed with the Project.

## **2.3 Design Phase Services ("Pre-construction" Phase)**

**The Design Consultant has obtained the County's and the City's dry run permitting approvals and is in the process of updating the documents for the revised building screen and rooftop program.**

Design Phase ("Pre-construction" Phase) Services by the CMR may include, but are not limited to:

### **2.3.1. Coordination with Design Consultant/Architect:**

In providing the services described in this solicitation, the CMR shall maintain a working relationship with the Design Consultant/Architect. However, nothing in this solicitation shall be construed to mean that the CMR assumes any of the responsibilities or duties of the Design Consultant/Architect. The CMR shall be solely responsible for construction means, methods, techniques, sequence, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with

the CMR's Agreement(s) with the City. The Design Consultant/Architect is responsible for the requirements of the Project as indicated in the Professional Services Agreement (PSA) with the City and the Design Consultant/Architect. The CMR's services shall be rendered compatibly and in cooperation with the Design Consultant/Architect's services under the City. It is not intended that the services of the Design Consultant/Architect and the CMR be competitive or duplicative, but rather be complementary.

**2.3.2. Review Site Conditions:**

CMR shall review existing site conditions including any surveys, soils reports or other site assessments prepared and delivered by the City to CMR. CMR shall make recommendations on further investigations which may be prudent to obtain in order to minimize the risk of change orders. CMR shall review existing conditions and advise the City of existing conditions that will or may impact the Design Documents and/or the Project.

**2.3.3. Provide detailed independent cost estimating:**

CMR shall provide construction cost estimates upon execution of the Preconstruction and Construction Manager at Risk contract. .

**2.3.4. Provide project planning and scheduling:**

CMR shall develop a detailed construction schedule (i) upon commencement of the Preconstruction Services, and (ii) after Design Consultant/Architect completes the schematic design documents for Project. CMR shall add details and logic to the schedule as the design progresses. CMR shall update the schedule on a regular basis but at a minimum with the delivery of each Cost Estimate. CMR shall assist in the identification of schedule items required to be delivered by the City, such as utility connections, special permits, etc. Further, CMR shall advise the City of ways to gain efficiency in Project delivery.

**2.3.5. Provide constructability reviews and value engineering alternatives:**

CMR shall provide value engineering and constructability reviews as set forth in the Preconstruction Services Agreement. The CMR shall review the work of the Design Consultant/Architect and make recommendations to suggest modifications to improve completeness or clarity of the Project Plans, and to improve the constructability of the Project within budget while meeting the City's objectives within the schedule. CMR shall review with the City and Design Consultant/Architect alternative approaches to the design, construction, and phasing for the Project, including but not limited to alternative materials and systems and value engineering to minimize total construction and operating costs. The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the Project Plans with the written specifications. This includes, but is not limited to, the CMR's review of the Project Plans in coordination of the drawings and specifications themselves, as well as with the existing facilities to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that except as included in the Construction Contract, no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the Project Plans; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions. At the

conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Design Consultant/Architect, warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

**2.3.6. Conduct Plan Reviews:**

CMR shall conduct plan reviews with the City officials, and other agencies requiring approvals, as well attend meetings and community presentations.

**2.3.7.** Provide long-lead time procurement studies and initiate procurement of long-lead items if requested by the City in writing.

**2.3.8. Assist in the permitting process:**

While the CMR may assist the Design Consultant/Architect with the permitting process, the Design Consultant/Architect is responsible for obtaining the necessary approval of all plans.

**2.3.9.** Protect the City's sensitivity to quality, safety, and environmental factors.

**2.3.10. Participate in project related community meetings:**

As required, the CMR shall attend meetings with the community. The CMR shall also schedule and conduct progress meetings with the City to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.

**2.3.11. Preconstruction Services Fees:**

The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee.

**2.3.12. Guaranteed Maximum Price (GMP):**

Following the initial cost estimate submitted for the progress Construction Documents and at the conclusion of preconstruction services CMR shall submit for City's consideration a GMP proposal to guarantee the maximum price of the Project. The cost shall include the demolition of the existing parking garage. The GMP shall include all trade costs, general conditions, bonds & insurance, profit, overhead, CMR fee, agreed upon Contingency amount, and all like amounts, and shall represent the full and complete amount for which the CMR agrees to proceed with all work on the Project from the receipt of sub-contract bids to the final completion and contract close-out of the Project. Subsequent to a bid opening to be attended by the City, Design Consultant/Architect and CMR, the CMR shall submit its Contractor recommendations, including a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality, or the City's expectations. Upon acceptance of the GMP proposal, by the City (which acceptance shall be in the City's sole discretion), the CMR shall enter into a Construction Agreement for the Project work and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

## 2.4 Construction Phase Services

Construction Phase Services by the CMR may include, but are not limited to:

**2.4.1.** Demolish the existing parking garage and construct the designed Mobility Hub building/ parking garage.

**2.4.2 Project Administration and Coordination with various City Departments and other agencies, utility companies, business community, and similar entities:**

CMR shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient, and economical manner and in accordance with the Contract Documents. CMR shall provide administrative, management and related services as required to coordinate, supervise, and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and Design Consultant/Architect, to complete the Project in accordance with the Contract Documents. CMR shall maintain a competent, full time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. CMR shall cause all Subcontractors to perform the work in accordance with the Contract Documents. CMR shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. CMR shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. CMR shall provide claims administration services, provided CMR shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.

**2.4.3. Arrange for procurement of materials and equipment:**

CMR shall arrange for the purchase, delivery, storage, protection and security for all materials and equipment until the materials are incorporated as part of the work and final acceptance is received from the Design Consultant/Architect. The CMR shall work with the City, at the City's request, to agree upon a list of materials to be purchased directly by the City, in order to realize sales tax savings.

**2.4.4. Schedule and manage site operations:**

CMR shall provide continuous construction management services throughout the construction phase including any and all enabling projects, construction, and occupancy close out phase. This management shall include, but not be limited to, regular job site meetings; overseeing quality assurance, testing and inspection programs; monitoring construction management staff and subcontractor work performance; maintaining record copies of all contract documents, change orders and other documentation on site.

**2.4.5 Bid, award, and manage all construction related contracts and subcontracts while meeting the City bid and insurance requirements:**

- a. Competitive Bidding: Unless otherwise provided for in the construction contract or approved by the City, the trade and other subcontracted work on the Project will be competitively bid. Instructions to bidders must require each bid to be accompanied by the appropriate bid security.
- b. Bid Packages: The CMR shall assemble the Project Plans and other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each contractor ("Contract Documents") into appropriate bid packages and shall distribute the bid packages to prospective bidders, Design Consultant/Architect, and the City.
- c. Obtaining Bids: CMR shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest

in the Project. The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed through the execution, by the CMR, of the Sub-contractor Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list.

- d. Pre-bid Conferences: CMR, with the assistance of Design Consultant/Architect and the City, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity requirements or programs. The CMR, with the assistance of the Design Consultant/Architect and the City, shall prepare an addendum to answer questions or requests for additional clarifications from bidders. The addendum prepared shall be distributed to all prospective bidders.
- e. Bid Review/Bid Comparison: CMR, with the assistance of City and Design Consultant/Architect, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation to the City about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, CMR shall evaluate all applicable alternates referenced in the Contract Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package, identifying potential additional costs of risks. In recommending the award of any subcontract, the CMR shall not consider any unauthorized substitutions contained in the bid.
- f. Pre award Conferences: CMR, with the assistance of the City and Design Professional, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, CMR shall assist the City in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.
- g. Subcontractor and Material Supplier Review: CMR shall participate in investigating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.
- h. Subcontracts: As set forth in the Agreement(s), those portions of the Work that the CMR does not customarily perform with its own personnel shall be performed under subcontracts with the approved bidders (Subcontractors) or by other appropriate agreements with the CMR.

#### **2.4.6. Competitively bid any subcontracted work:**

In the event CMR self-performs up to fifty percent (50%) of the Project, then CMR will also provide competitive bids for such work. CMR will present all bids to the City with recommendations for subcontractor team.

#### **2.4.7. Provide Quality Assurance/Quality Control Plan:**

CMR shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures, and responsibilities for the identification, tracking and resolution of all non-conforming work. CMR shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. CMR shall coordinate and monitor all testing provided by others as required by all Contract Documents. CMR shall keep an accurate record of all tests, inspections conducted, findings and test reports.

**2.4.8. Bond and insure the construction in accordance with City requirements:**

CMR shall provide Payment and Performance Bonds in compliance with Florida Statute §255.05 in the full amount of the Contract Sum, plus adjustments thereto, which bonds shall guarantee to the City the full completion and performance of the Work, including warranty obligations, as well as full payment of all suppliers, laborers, and subcontractors pursuant to the Construction Agreement. CMR shall also maintain a Contractor Controlled Insurance Program for the Project and, to the extent applicable, receive certificates of insurance for other required insurance coverage from Subcontractors, review such insurance certificates for conformance with Contract Documents, and ensure that insurance is current. CMR shall monitor compliance of each Subcontractor with the Owner's requirements for insurance and bonding as set forth in the Contracts.

**2.4.9. Obtain construction related Federal, State, County and local permits and address all permitting requirements:**

Construction Manager is responsible for securing all necessary permits from the City of Coral Gables, Miami-Dade County, Florida Department of Transportation, and any other authority having jurisdiction over the Work. CMR shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City and Design Consultant/Architect, CMR shall develop a matrix showing required permits, the party responsible to obtain each permit and the status of each such permit. CMR shall assist the City and Design Consultant/Architect in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.

**2.4.10. Deal with owner's issues including, but not limited to, business continuity, safety, and traffic issues. Maintain a safe work site for all project participants:**

The CMR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project including, but not limited to the erection of barricades to minimize the risk of injury to persons or property. The CMR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss.

**2.4.11. Staffing:**

All Work shall be performed by craftsmen skilled in the trades and application of materials involved. Construction Manager shall employ and maintain on the Project only competent personnel including during the progress of the work a full-time competent English-speaking superintendent and any necessary assistants, all satisfactory to the Design Consultant/Architect, Project Manager, and City.

**2.4.12. Monitor Contractor Performance:**

CMR shall insure that each Subcontractor perform its Work in accordance with the requirements of the Contract Documents and shall take all necessary efforts to protect the City against defects and deficiencies in the Work. CMR shall promptly report to the City and Design Consultant/Architect all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work, and advise the City and Design Consultant/Architect of CMR's actions or proposed actions with respect thereto.

**2.4.13. Means and Methods:**

The CMR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the Construction Agreement.

**2.4.14. Meetings:**

CMR shall schedule and conduct a weekly progress meeting to include representatives of the City, and the Design Consultant/Architect to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than the close of the next workday following completion of such meeting.

**2.4.15. Schedules:**

The CMR shall coordinate and provide the schedule in a manner to complete the project in the most expeditious and economical manner possible. The Construction Schedule shall be in a detailed precedence style critical path management (“CPM”) format satisfactory to the City that shall also: (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Project in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). The CMR shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays to any Milestone Dates and Substantial Completion. The accepted Construction Schedule shall be updated monthly to reflect actual conditions and/or as requested by the City. In the event any schedule update or progress report indicates any delay to the Project including delays to any Milestone Dates and/or Substantial Completion, the CMR shall propose an affirmative plan to correct the delay.

**2.4.16. Direct Purchases:**

As set forth in the Construction Agreement, the CMR shall coordinate with the City, at the City’s request, to direct purchase agreed upon materials to realize sales tax savings.

**2.4.17. Presentations:**

Participate and assist in the preparation of materials for meetings of the City Commission, relevant subcommittees, and any other groups required.

**2.4.18. Progress Reports:**

No less often than once each month, CMR shall submit to the City and the Design Consultant/Architect a detailed Progress Report for the City’s and Design Consultant/Architect’s review and comment. The format for the Progress Report must be approved and accepted by the City and the Design Consultant/Architect and will establish the format to be used for each subsequent monthly Progress Report.

**2.4.19. Daily Log:**

The Construction Manager’s superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site(s); visitors to the Project, including representatives of the City, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log. The daily log shall be kept on the Project(s) site(s) and shall be available at all times for inspection and copying by the City and Project Manager.

**2.4.20. Accounting:**

The CMR shall keep full and detailed records and accounts related to the cost of the Project and exercise such controls as may be necessary for proper financial management under the Contract Documents and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the City.

**2.4.21. Notices:**

CMR shall file all notices of commencement and all other filings required to be made for the Project.

**2.4.22. Field Questions / Requests for Information (RFI):**

As set forth in the Construction Agreement, should the Construction Manager request information, interpretations of Contract Documents, use of alternates, approval of samples (but not Shop Drawings) or make other similar requests (hereinafter "RFI" or "RFIs"), it shall do so in good faith, in writing, and in a reasonable time and fashion, by submitting Construction Manager's RFIs to the Design Consultant/Architect and Project Manager.

**2.4.23. Submittals:**

As set forth in the Construction Agreement, the Construction Manager shall review, approve, and submit to Design Consultant/Architect and Project Manager, who may work in coordination with another consultant of the City, such as an Architect or engineer, for review and approval drawings, product data, samples, and similar submittals, with reasonable promptness and in such sequence as to cause no delay in the Project. CMR shall follow the submittal schedule in the Construction Agreement, which establishes the submittal and response times for all submittals including, but not limited shop drawings, and submittals.

**2.4.24. Record Project Documents:**

Construction Manager shall maintain in a safe place at the Project(s) site(s) a copy of the Construction Agreement, one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, accepted shop drawings, amendments, Change Orders, RFIs, and Field Directives, field and performance test records, construction progress schedules, and as-built drawings, as well as all written interpretations and clarifications issued by the Design Consultant/Architect and/or Project Manager, in good order and annotated to show all changes made during construction. The Record Project Documents shall be continuously updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit, and utility services. Construction Manager shall certify the accuracy of the updated Record Project Documents. As a condition precedent to City's obligation to pay Construction Manager, the Construction Manager shall provide evidence, satisfactory to the Architect and Project Manager, that Construction Manager is fulfilling its obligation to continuously update all Record Project Documents.

**2.4.25. Survey:**

The CMR shall notify the City immediately in writing upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations, and utility locations for the Project site.

**2.4.26. Interpretations:**

The Design Consultant/Architect of record shall be the initial interpreter of the requirements of the drawings and specifications and the initial judge of the performance thereunder by the Construction Manager. The Design Consultant/Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Construction Manager.

**2.4.27. Substantial Completion:**

As set forth in the Construction Agreement, Substantial Completion shall be achieved by the CMR when, as determined by the Project Manager and the City, the Project (or designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work (or designated portion thereof) for its intended use and that the requirements for the Project (or designated portion thereof) are met (as applicable).

## **2.5 Closeout Phase**

The CMR will coordinate project closeout, start-up, and transition to operation, per the contract for Construction. Activities include, but are not limited to:

### **2.5.1 Equipment Tests and Systems Start-up:**

CMR shall be responsible for coordinating various tests for quality control on the Project; verify that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.

### **2.5.2 Punch List:**

The CMR and Design Consultant/Architect, in conjunction with the Project Manager, shall develop the Punch List, a single list of items limited to minor omissions and defects which are required to render the Project complete and satisfactory in accordance with the Construction Agreement, and shall submit the Punch List in accordance with the time frames set forth in the Construction Agreement.

### **2.5.3 Final Inspections:**

Following Design Consultant/Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, CMR shall evaluate the completion of the work of the Subcontractors and make recommendations to the City and Design Consultant/Architect when work is ready for final inspection. CMR shall assist Design Consultant/Architect and the City in conducting final inspections. CMR shall supervise and **coordinate the issuance of all required certificates of occupancy.**

### **2.5.4 Turn Over:**

With Design Consultant/Architect and the City's building operator, CMR shall coordinate, schedule, and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. CMR shall secure from the entities required to provide such documents and transmit to the City required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contracts, in duplicate, bound and indexed by CMR. CMR shall collect and deliver to the City all keys, manuals, record drawings and operating and maintenance books. CMR will coordinate with the Design Consultant/Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Project Plans (CADD disks will be provided to the CMR by the Design Consultant/Architect)

### **2.5.5 Warranty:**

CMR shall perform and/or coordinate all warranty work for a period of one (1) year from Final Completion of the Work to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties. If any defect appears in the work of any Subcontractor within the applicable warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations, or otherwise fulfill said warranty obligation.

### **2.5.6 Warranty Inspection:**

CMR shall coordinate with the City and Architect to perform an inspection not later than ten (10) months following Final Completion of the Work to identify any warranty items which should be addressed by CMR, its Subcontractors and/or suppliers. CMR shall deliver a list of issues identified within three (3) business days of the inspection for the City's approval and shall promptly repair, replace and/or correct any identified defects and deficiencies. The failure to identify any issues shall not relieve CMR or its Subcontractors or suppliers of their obligations under the Contract Documents for defects, deficiencies, and non-conforming Work.

# **SECTION 3 - MINIMUM QUALIFICATION REQUIREMENTS**

## **Request for Qualifications (RFQ) No. 2025-050**

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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 Standard Form (SF) 330, Demonstrate Items 1 And 2 Below:**

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

**AND**

- (2) Provide a **minimum** of three (3) similar engagements satisfactorily performed in the last five (5) 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.**

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

- (3) Complete the Standard Form 330 Architect-Engineer Qualifications Form. Proposer’s ability to demonstrate the minimum of five (5) years shall be verified through proposer’s references provided in the bid response.
- (4) Be licensed as a Certified General Contractor in the State of Florida with the Department of Business & Professional Regulation. A copy of license must be included with proposal response.
- (5) Provide financial statements for each of the firms last two (2) complete fiscal years that will demonstrate the proposer has sufficient financial support, as specified in Section 1.12 to ensure that the Proposer can satisfactorily execute the Contract under the terms and conditions stated herein

#### **(B) KEY PERSONNEL**

- (1) The Proposer’s Qualifier must have a minimum of ten (10) years of verifiable construction industry experience. A resume shall be provided with the proposal response.
- (2) The Proposer’s Lead Project Manager must a minimum of ten (10) years of documented experience in the management of construction projects and served as Project Manager

on similar projects; preferably for municipal/local government agencies. A resume shall be provided with the proposal response.

- (3) The Proposer's Superintendent must have a minimum of ten (10) years of documented superintendence experience in the construction industry, providing the services outlined in this solicitation, preferably to municipal/local government agencies. A copy of the resume shall be provided with the proposal response.

**General Qualifications:**

The following represent the general 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. 2025-050**

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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 Bidder 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.

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

## **Request for Qualifications (RFQ) No. 2025-050**

- 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 or Deputy City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney, Deputy City Attorney or Asst. City Attorney: Prevailing market rates
- For other City 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 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 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

**5.6.3.1 Professional Errors & Omissions Liability:** Contractor agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 per Annual Aggregate. The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Contractor agrees the Self-Insured Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

**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 Commercial Umbrella/Excess Liability:** Proposer agrees to provide and maintain either a Commercial Umbrella or Excess Liability Policy (Excess Following Form/True Excess Following Form/True Umbrella) also covering Explosion, Collapse, and Underground and at a limit of liability not less than Ten Million Dollars (\$10,000,000.00) each occurrence Ten Million Dollars (\$10,000,000.00) annual aggregate. The Proposer agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

**5.6.3.5 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:

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

**5.6.3.5.2** Any Auto (Symbol 1)

**5.6.3.5.3** Hired Autos (Symbol 8)

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

5.6.3.6 **Pollution Liability** - Proposer hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Proposer's most recent annual report or audited financial statements. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

5.6.3.7 **Builders Risk** - Unless otherwise provided, the Proposer shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Florida, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising of the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the City, Proposer and Subcontractors on the Project. The Proposer shall be solely responsible for any deductibles under the builder's risk insurance and under all other insurance required by Article 17 of the Agreement. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project. The policy must be endorsed to provide the City at least forty five (45) days' notice of any cancellation and/or restriction. City shall be endorsed as a Loss Payee.

**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 letterhead 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 to 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

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# **SECTION 6 - SUBMISSION REQUIREMENTS**

## **Request for Qualifications (RFQ) No. 2025-050**

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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.
- a) 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**.
- b) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- c) Fill out and submit the **Solicitation Submission Check List**.
- d) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavits E-Verify and Schedules A through H**.
- e) 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.

- f) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- g) 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.
- h) Fill out Employer **E-Verify Affidavit**
- i) Fill out **Lobbyist Registration & Oral Presentation Forms**

<b>SUBMITTAL II:</b>
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**(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) Provide a narrative that will explain why your firm is interested in providing the City with the services outlined in this IFB and how your firm is uniquely qualified to provide said services for such an innovative project.
- c) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County.
- d) 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. Please provide this information utilizing Standard Form 330, Part I – Section F. Proposer shall under sub-section 23 – “Project Owner's Information” 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.
- e) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.
- f) Submit financial statements for each of their last two (2) complete fiscal years. 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 either an appropriate Corporate Officer or an independent Certified Public Accountant.

**(ii) FOR EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - PROPOSERS SHALL:**

- 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:

- 1. The company/agency
  - 2. Dates of services
  - 3. Name/Contract # of the project
  - 4. 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 and to coordinate with all Authorities Having Jurisdiction .

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

**PROPOSERS SHALL:**

- a) Using the required Attachment E - Reference Form, provide a minimum of three (3) references, but no more than five (5) from public sector agencies, particularly municipal/local government, for which Proposer has performed similar scope of services in the last five (5) years. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference. (City related experience will be outlined in the request below).**
- b) *Utilizing Standard Form SF330, Part I – Section F*, 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.**
- c) List all contracts which the Proposer has performed (past and present) as a PRIME 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.
- d) 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.
- e) 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 Schedule D of Attachment A*).

<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.

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

## **Request for Qualifications (RFQ) No. 2025-050**

### **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	40
b)	Project Understanding, Proposed Approach, and Methodology	30
c)	Past Performance and References	20
d)	Exceptions to the Agreement	5
e)	Volume of Work	5
	Total Points	100

#### Proposer Evaluation Criteria Breakdown

##### a) Experience & Qualifications Total Points: 40

- 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: 20**
- Proposer’s familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. **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: 30

- 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, strategies for assuring assigned work is completed on time, innovation interaction and communication with the community, City staff, and multiple stakeholders. **Points: 10**
- Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer’s workload. **Points: 5**
- 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: 3**
- 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**
- Proposer’s ability to deliver similar projects having significant community and business involvement. **Points: 2**

- Proposer’s ability to work with other consultants designated by the City and to coordinate with all Authorities Having Jurisdiction. **Points: 5**

**c) Past Performance and References**

**Total Points: 20**

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

- 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. **Points: 11**
- 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: 3**
- 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: 3**
- 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 Schedule D of Attachment A*). **Points: 3**

**d) Agreement Comments/Exceptions**

**Total Points: 5**

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

**e) Volume of Work (Points Assigned by Procurement)**

**Total Points: 5**

- Points shall be awarded to the Proposer for volume of work awarded by the City in the last three (3) years from the due date of this RFQ in accordance with the following table:

Less than \$250,000	5
\$250,000.01 - \$2,000,000	3
Greater than \$2,000,000	0

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

## **Request for Qualifications (RFQ) No. 2025-050**

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### **8.1 Proposer’s Affidavit - Schedules A through H 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

### **8.2 Employer E-Verify Affidavit**

### **8.3 Lobbyist Registration & Oral Presentation Forms**

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

**Request for Qualifications (RFQ) No. 2025-050**

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

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

**Request for Qualifications (RFQ) No. 2025-050**

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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.

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