



To: Celeste Walker, Finance Assistant Director for Procurement

From: Cristina M. Suárez, Deputy City Attorney for the City of Coral Gables

Approved By: Miriam Soler Ramos, City Attorney for the City of Coral Gables

MSR

RE: Legal Opinion Regarding Conflict of Interest

Date: September 5, 2019

According to your email, the attached RFQ was issued on behalf of Public Works and it is my understanding that Public Works will be the user department for the Architectural Consulting Services contract. Thus, as set forth more fully in the attached CAO 2016-095, pursuant to the exception set forth in Sec. 2-11.1(c)(3) of the Miami-Dade County Ethics Code, a member of the Board of Architects (“BOA”) may participate in the solicitation for (and potentially obtain) the Architectural Consulting Services contract because Public Works (and thus, this contract) is not subject to the “regulation, oversight, management, policy-setting or quasi-judicial authority” of the BOA. However, if the board member’s firm is ultimately awarded the contract and there comes a time when a project must be presented to the BOA, the board member must be mindful that Sec. 2-295(b) of the City Code generally prohibits advisory personnel, autonomous personnel, or quasi-judicial personnel from appearing before the board or committee on which he or she serves, either directly or through an associate. However, the following exception applies for members of the BOA:

The section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application. However, once an application has been submitted to the city for board of architects review, no person serving on the board, either directly or through an associate or their firm, may be retained by any person, including the applicant, to represent, appear or make a presentation on behalf of the applicant or any other party on the specific matter being considered by the board.

City Code Sec. 2-295(b). Section 2-296 of the City Code further provides that “[n]o advisory personnel, autonomous personnel, . . . or quasi-judicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest.” Thus, in the event that the board member’s firm must present a project to the BOA (whether under this contract or otherwise), the board member must recuse him or herself from participation—including speaking and voting.

Additionally, I have been advised that the evaluation committee may include one or more other members of the BOA. This fact would not change the above analysis because the BOA would still not have regulation, oversight, management, policy-setting, or quasi-judicial authority over the contract to be used by Public Works. However, to the extent that a member of the BOA is selected for the evaluation committee, a BOA member participating in the solicitation should not in any way use his or her position on the BOA to communicate with any member of the evaluation committee regarding the RFQ or the selection process and should be cognizant of the Cone of Silence.

This opinion is issued pursuant to Sec. 2-252(e)(1) and (8) and Sec. 2-300 of the City Code.

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



REQUEST FOR QUALIFICATIONS

RFQ 2019-038

Architectural Consulting Services

Submittal Deadline / RFQ Opening: 2:00 p.m. Tuesday, September 24, 2019



CITY OF CORAL GABLES, FL

2800 SW 72nd 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
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Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFQ Title: Architectural Consulting Services RFQ No. 2019-038 A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Sealed response submittals must be received prior to 2:00 p.m., Tuesday, September 24, 2019 , by the Procurement Office, located at 2800 SW 72 nd Avenue, Miami, FL 33155 and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened. Contact: Letrice Y. Smith, MBA Title: Procurement Specialist Telephone: 305-460-5121 Email: Lsmith@coralgables.com / contracts@coralgables.com
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Proposer's Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ____ Partnership: ____ Individual: ____ Other: ____	Fax No.:
Bid Bond / Security Bond (if applicable) _____%	Email:

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

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

Authorized Name and Signature

Title

Date

CITY OF CORAL GABLES, FL

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

PUBLIC NOTICE

Request for Qualifications (RFQ) No. 2019-038

The City of Coral Gables is soliciting proposals to establish a pool of six (6) qualified firms ("Proposers") interested in providing Architectural Consulting Services, pursuant to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (CCNA). Professional services provided under this RFQ will be for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, and for study activities if the fee for professional services for each individual study does not exceed \$200,000.

The Request for Qualifications (RFQ) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, 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/supplier-services>.

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

A non-mandatory pre-qualification conference will be held at the Procurement Division Conference Room, 2800 S.W. 72 Avenue Miami, FL 33155 **on Thursday, August 29, 2019 at 10:00 am**. Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone. Proposer is responsible for downloading and bringing a copy of the RFQ to the pre-qualification conference, as copies will not be provided by the City.

Proposals for RFQ No. 2019-038 will be received until 2:00 PM, Tuesday, September 24, 2019. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept, and will in no way be responsible for any Responses received after the submittal deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. Verbal or electronic (e-mailed) responses are not acceptable.

One (1) original response, seven (7) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) **Architectural Consulting Services – RFQ 2019-038** and (2) Proposer's Name, Address, Contact Name, and Telephone Number.

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:

RFQ Advertisement	Tuesday, August 20, 2019
Non-Mandatory Pre-Qualification Conference	10:00 am, Thursday, August 29, 2019
Deadline for Questions	4:00 pm, Thursday, September 5, 2019
Response Submittal Deadline / RFQ Opening	2:00 pm, Tuesday, September 24, 2019

Award of this solicitation will be made to the six (6) highest ranked qualified firm(s) to perform the required services, 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
- Local Preference – Sec. 2-696 (if applicable)

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,

Procurement Officer

CONE OF SILENCE

Request for Qualifications (RFQ) No. 2019-038

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. 2019-038

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 Affidavit and Schedules A through M. PAGE # _____
- 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 # _____

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) After receipt of responses, Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. PAGE # _____

(ii) FOR KEY PERSONNEL

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

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

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

The detailed list should include at a minimum the following:

- a. The company/agency
 - b. Dates of services
 - c. Name/Contract # of the project
 - d. Scope
- 3) Describe the Proposer’s ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE # _____
 - 4) Describe the Proposer’s ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE # _____
 - 5) Describe Proposer’s ability to successfully deliver similar projects that have significant community and business involvement. PAGE # _____
 - 6) Describe the Proposer’s ability to work with other consultants designated by the City. PAGE # _____
 - 7) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
 - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
 - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer’s efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.PAGE # _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) *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 # _____

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

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

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

-- 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 ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.
4. Clearly mark the following on the outside of your submittal package: RFQ Number, RFQ Title, Proposer's Name and Return Address, Submittal Deadline.
5. 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

Request for Qualifications (RFQ) No. 2019-038

1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 Invitation

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

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

1.2 Contract Terms and Conditions

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

The term(s) of the Agreement shall be for a period of Two (2) years with the option to renew for Three (3) additional One (1) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.12 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.

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 PublicPurchase (www.publicpurchase.com) 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 PublicPurchase. Proposers must register via PublicPurchase 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.

Proposer’s 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 solicitation will be made to the six (6) highest ranked qualified firm(s) to perform the required services, 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.

1.5 Award of an Agreement

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

1.6 Agreement Execution

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

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

1.7 Unauthorized Work

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

1.8 Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** the Response submittal deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFQ. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response submittal date.

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

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

1.13 Contract Termination

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

1.14 Contract Administrator

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

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SECTION 2

Request for Qualifications (RFQ) No. 2019-038

2.0 SCOPE OF SERVICES

2.1 The City of Coral Gables is soliciting proposals to establish a pool of six (6) qualified firms ("Proposers") interested in providing Architectural Consulting Services, pursuant to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (CCNA). The City shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services.

In providing the services solicited herein, the Successful Proposers shall adhere to the latest applicable FEMA policies, procedures, and directives. The Proposers shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

Selected Architectural Consulting Firms will be required to provide architectural and engineering design services. These services will reflect the community's and the City's emphasis on preserving the historic and natural environment which are long-standing traditions. In general, the services assigned under this continuing service contract may include, but are not limited, to the following:

- **Architectural and Engineering design services**

Provide architectural, structural, civil, mechanical, electrical, security, interior design, plumbing, lighting, graphics, signage and way finding, land surveying, geotechnical engineering, testing lab services and related services as may be required in connection with planning, design and execution of renovation and /or new building projects. Selected firm should be able to evaluate existing facilities and reformulate building programs and produce specifications and plans.

- **Historic projects**

Provide design services that promote the understanding of the importance of historic resources and their preservation as it applies to new and existing facilities, monuments and fountains. Firm should be able to provide research and assessment studies of historical structures.

- **Project management**

Provide project management and staff support services for delivery of projects. Consultant to provide management from project inception (including budget) to construction (product delivery) making sure quality, schedule, contractual and budget goals are met.

- **Contracting and sourcing**

Provide consultation on and analyses of project delivery methods such as, design/bid/build, design/build, CM at Risk.

- **Cost analysis and schedule planning**

Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling. Consultant should provide a design which fulfills project intend and budget.

- **Design services for furniture, fixtures and equipment (FF&E)**

Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment.

- **Construction contract administration**

Provide oversight of contractors during construction to ensure compliance with contract documents including, submittal and payment applications review, request for information requests, change order requests, project schedule and contract completion (including punch list), warranty review, preparation of record drawings and closeout.

Establish and maintain a tracking system for all project construction records (shop drawings, RFI's, change orders, etc.). Chair all meetings as per project manager's instructions and keep minutes. Review and evaluate contractor's project schedules (baseline and updates) and schedule of values. Conduct pre-construction meeting, perform construction site visits and produce a report, monitor quality and issue non-compliance memos if needed, review testing lab reports, issue substantial completion certification, review as-built drawings, make recommendations as to correction of deficiencies or defects.

- **Site analysis and consultation**

Perform site analysis including parking, traffic, zoning, geotechnical, utilities, roads, and related utilization studies; participate in site selection, utilities availability verification and acquisition activities for intended project.

- **Landscape architecture**

Provide all services required to, design, specify and coordinate landscape projects, including plant/tree selection, hardscape, lighting, and irrigation.

- **Sustainable design**

Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation.

- **Code analysis**

Conduct and/or participate in building, planning, and historical code analyses and reviews for new and existing facilities, monuments, and fountains.

- **Public art**

For projects that include a public art component, provide the services of an art consultant experienced in creation and installation of artworks in and surrounding public facilities.

- **Project reviews**

Provide/participate in peer and constructability reviews and reports of projects. Selected firm should possess proficient knowledge of federal, state, and local building administrative codes as well as permitting agencies requirements.

- **Move and occupancy planning**

Provide planning, design, and execution of temporary relocations and move phasing.

2.2 WORK ASSIGNMENTS AND DISTRIBUTION

Services under this RFQ will be requested on an as-needed basis throughout the term of the resulting Agreement. As such, this is a nonexclusive contract and the City does not guaranty a minimum number of tasks, hours, or work. Nonetheless, Proposer(s) will be "on-call" and must be ready to provide services upon request from the City.

Proposer(s) will be contacted by the City in the order of their Final Ranking as determined by their Total Aggregate Score per Section 7 of this RFQ. If a Proposer is unable to respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services

from the next Proposer in rank order, until all Proposers have been contacted and given an opportunity to provide services. If deemed necessary, the City further reserves the right to solicit services from another provider outside of this contract. The City also reserves the right to bypass a firm in the rank order rotation based on the volume of work or unique expertise requirements for a work assignment if deemed to be in the best interest of the City. Rationale for any such bypass action shall be fully documented by the City.

Service requests under this RFQ shall be made by the City in writing. Proposer(s) must acknowledge service requests within two (2) business days from the date the request is issued. Upon acknowledgment of receipt, Proposer(s) shall provide a **draft** timeline, proposal, and fees for the requested services by the deadline indicated in the City's service request. Once the proposal is finalized and approved by the City, a Purchase Order will be issued to commence services.

A Proposer shall be allowed to decline an offer of work assignment without a reasonable justification only twice per calendar year. After the second time, the Proposer may be suspended until further review. The City further reserves the right to remove Proposers in default or for failure to perform

SECTION 3

Request for Qualifications (RFQ) No. 2019-038

3.0: MINIMUM QUALIFICATION REQUIREMENTS

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.

(A) PROPOSER SHALL:

- (1) Be regularly engaged in the business of providing the services described in this RFQ for a minimum of five (5) years, as evidenced in Standard Form 330 Architect-Engineer Qualifications.
- (2) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.
- (3) Be licensed, registered and practicing in the State of Florida as an architecture firm, with a valid "Certificate of Authorization" pursuant to Section 471.023, Florida Statute.
- (4) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

(B) KEY PERSONNEL

- (1) The Proposer's Project Manager must be a licensed Professional Architect in the State of Florida, with a minimum of Five (5) years of documented experience as a Professional Architect. Experience must include services similar in scope provided to government agencies at the municipal/local government level or higher.
- (2) The Proposer's Architect's must have a minimum of Three (3) years of documented experience. Experience must include services similar in scope provided to government agencies at the municipal/local government level or higher.

NOTE: The years of experience for the Project Manager must include at least two (2) years of architectural experience in Miami-Dade County, providing the services identified under the work categories in Section 2 of this RFQ.

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SECTION 4

Request for Qualifications (RFQ) No. 2019-038

4.0: RFQ GENERAL CONDITIONS

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).

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 mistates 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).

SUPPLEMENTARY CONDITIONS

4.23 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.

4.24 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.

4.25 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.

4.26 Federal Funding

Some projects issued by the City may be eligible for Federal financial assistance by the Federal Emergency Management Agency ("FEMA") so when applicable, the project will be solicited in accordance with the Federal Procurement Standards outlined in Title 2 C.F.R. § 200.317 to 200.326. When this is the case, the Proposer shall adhere throughout the term of the awarded contract to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public

Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updated or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

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SECTION 5

Request for Qualifications (RFQ) No. 2019-038

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

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

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

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

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Proposer awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Proposer will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Proposer or any other party, Proposer will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Proposer will reimburse City on a per hour basis as follows:
 - For the Mayor or City Commissioner: \$300.00 per hour
 - For the City Manager: \$250.00 per hour
 - For an Assistant City Manager or Department Director: \$250.00 / hour
 - For an Assistant Department Director: \$100.00 per hour
 - For City Attorney or Assistant City Attorney: Prevailing market rates

- For other employees: \$50.00 per hour

- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations 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 Labor Relations 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 Liability Insurance with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Proposer shall become legally obligated to pay as damages for claims arising out of the services performed by the Proposer or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any services covered by this Agreement.

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

- 5.6.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State or Federal Act)
- 5.6.3.2.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

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

- 5.6.3.3.1 Each Occurrence Limit - \$1,000,000
- 5.6.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000
- 5.6.3.3.3 Personal & Advertising Injury Limit - \$1,000,000
- 5.6.3.3.4 General Aggregate Limit - \$2,000,000
- 5.6.4.4.5 Products & Completed Operations Aggregate Limit - \$2,000,000

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

- 5.6.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.4.2 Any Auto (Symbol 1)
- 5.6.3.4.3 Hired Autos (Symbol 8)
- 5.6.3.4.4 Non-Owned Autos (Symbol 9)

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

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

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

5.6.4.3 Commercial Auto Liability

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

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

- 5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for the General and Auto Liability policies
- 5.6.5.1.2 Waiver of Subrogation on all policies except Professional Liability
- 5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

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

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085 – CE

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.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 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.

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

5.6.6.3 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.

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

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@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

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

Request for Qualifications (RFQ) No. 2019-038

6.0: SUBMISSION REQUIREMENTS

6.1. SUBMITTAL INSTRUCTIONS

Proposers shall submit one (1) Original Response clearly marked as “**ORIGINAL**” along with all required checklists, forms, and schedules. Additionally, Proposers shall submit seven (7) copies and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement is a draft** for your review; therefore submittal of this agreement is not required with the Response. Responses must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or 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 deliver the Response to the Procurement Division office on or before the submittal deadline.

Qualification Submittals shall be submitted in a sealed envelope clearly marked on the exterior with the following:

- (1) RFQ No. and RFQ Title
- (2) Proposer’s Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to: City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

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.

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, and telephone number, name of contact person, e-mail address, and date.
- 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**.
- 3) Fill out, sign, and submit the **Proposer’s Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, notarize (as applicable), and submit the **Proposer’s Affidavit** and **Schedules A through M**.

- 6) Fill out, sign, and submit **Standard Form 330, Architect-Engineer Qualifications**. No response will be considered without this required form. Note: a separate Standard Form 330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas.
- 7) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- 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.

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.
- 2) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County.
- 3) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.

(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.

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.
- 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.

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.
- 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.

- 5) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement.
- 6) Describe the Proposer's ability to work with other consultants designated by the City.
- 7) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
 - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
 - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

PAGE # _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) *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.**
- 2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City".

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

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

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SECTION 7

Request for Qualifications (RFQ) No. 2019-038

7.0: EVALUATION/SELECTION PROCESS

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 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 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	25
d)	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: 25**
- 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**
- 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: 8**
- Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer’s workload. **Points: 3**
- Proposer’s demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community. **Points: 6**
- 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: 4**
- Proposer’s ability to work with other consultants designated by the City. **Points: 2**
- Proposer’s compliance with the public policies of the Federal Government. **Points: 2**

c) Past Performance and References

Total Points: 25

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

- Provide detailed information on five (5) of the Proposer’s most recent and relevant projects similar in scope and nature to the services described in the solicitation. **Points: 10**
- 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 4.9 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: 8**
- 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 RFP (See Affidavit D). **Points: 4**

d. 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

Request for Qualifications (RFQ) No. 2019-038

8.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH M

8.1: Proposer's Affidavit along with Schedules A through M as follows:

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

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

NOTARY PUBLIC, STATE OF _____

(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the respondent) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any company or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the respondent) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the Respondent that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Respondent's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other Respondent is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – RESPONDENT'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your company been in business under its present name? _____ Years

If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your company operated? : _____

At what address was that company located? _____

Is your company certified? Yes _____ No _____ If Yes, **ATTACH COPY** of Certification.
Is your company licensed? Yes _____ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

LEGAL INFORMATION:

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 Respondent's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation **(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)**:

Has your company ever been debarred or suspended from doing business with any government entity?

Yes _____ No _____ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement below applies.]**

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

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

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

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Company] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Company's Authorized Official

_____ Name and Title of Company's Authorized Official

_____ Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation

Printed Name and Title of Authorized Representative

Signature

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Respondent's Compliance:** The respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The respondent must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the respondent shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO. _____

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for Civil and Environmental Engineering Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

_____, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

Contractor Signature

Date: _____

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

_____, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.

Contractor Signature

Date: _____

SECTION 9

Request for Qualifications (RFQ) No. 2019-038

9.0: STANDARD FORM 330 ARCHITECT-ENGINEER QUALIFICATIONS

9.1 Standard Form 330 Architect-Engineer Qualifications

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD STANDARD FORM 330 ARCHITECT-ENGINEER QUALIFICATIONS.

SECTION 10

Request for Qualifications (RFQ) No. 2019-038

10.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

- 10.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.

PLEASE REFER TO **APPENDIX B** IN
PUBLICPURCHASE TO VIEW AND DOWNLOAD A
COPY OF THE PROFESSIONAL SERVICES
AGREEMENT.

SECTION 11

Request for Qualifications (RFQ) No. 2019-038

11.0: TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200

- 11.1** Please refer to the enclosed copy of **Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.**

PLEASE REFER TO **APPENDIX C** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.



To: Ana Alvarez

From: Craig E. Leen, City Attorney for the City of Coral Gables

Miriam Soler Ramos, Deputy City Attorney for the City of Coral Gables *MSR*

RE: Legal Opinion Regarding Board Member and RFQ

Date: July 20, 2016

From your email and our conversation, I understand that you are asking whether you are permitted to bid on this project and still remain a member of the Board of Architects (BOA). The answer to your question is yes.

The Miami-Dade County Ethics Code provides generally that City board members (among others) may not enter into a contract or transact business with the City (*see* Sec. 2- 11.1(c)(1)), however the following exception exists and applies in this situation:

Notwithstanding any provision to the contrary herein, [the prohibition] shall be not construed to prohibited [autonomous personnel, quasi-judicial personnel or advisory personnel] from entering into any contract, individually or through a firm, corporation, partnership or business entity in

which the board member or any member of his or her immediate family has a controlling financial interest, with [the City] or any person or agency acting for [the City]. However, [autonomous personnel, quasi-judicial personnel and advisory personnel] are prohibited from contracting with any agency or department of [the City] subject to the regulation, oversight, management, policy-setting or quasi-judicial authority of the board of which the person is a member. Sec. 2-11.1(c)(3), Miami-Dade Ethics Code.

In the City, Development Services is the department that is potentially subject to the regulation, oversight, management, policy-setting or quasi-judicial authority of the BOA. The procurement division has confirmed that the Development Services Department will not be involved in this contract and that the user department is Public Works with the Historical Resources Department assisting. Thus, the exception set out in subsection (c)(3) above, permits you to continue serving on the BOA while simultaneously bidding (and potentially obtaining) the Professional Preservation Architectural Consulting Services contract.

If your firm is ultimately awarded the contract and there comes a time when a project needs to go before the BOA, please be mindful of the following provisions.

Sec. 2-232(b) of the City of Coral Gables Ethics Code provides that advisory personnel, autonomous personnel and quasi-judicial personnel may not appear before the board or committee on which he or she serves, either directly or through an associate. The following exception exist for members of the BOA, however:

The section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application. However, once an application has been submitted to the city for board of architects review, no person serving on the board, either directly or through an associate or their firm, may be retained by any person, including the applicant, to represent, appear or make a presentation on behalf of the applicant or any other party on the specific matter being considered by the board.

Sec. 2-233 of the City's Ethics Code also provides:

No advisory personnel, autonomous personnel...quasi-judicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest...

Thus, in the event that your firm must present a project to the BOA (whether under this contract or otherwise) you must recuse yourself from participation - including speaking and voting.

This opinion is issued pursuant to Secs. 2-201(e)(1) and (8) and Sec. 2-237 (as amended in CAO 2016-045) of the City of Coral Gables Code, giving the City Attorney's Office the authority to issue opinions and interpretations on behalf of the City.

7/20/16

CITY OF CORAL GABLES
CITY ATTORNEY'S OFFICE

OPINION REGARDING BOARD MEMBER AND RFQ

From your email and our conversation, I understand that you are asking whether you are permitted to bid on this project and still remain a member of the Board of Architects (BOA). The answer to your question is yes.

The Miami-Dade County Ethics Code provides generally that City board members (among others) may not enter into a contract or transact business with the City (*see* Sec. 2-11.1(c)(1)), however the following exception exists and applies in this situation:

Notwithstanding any provision to the contrary herein, [the prohibition] shall be not construed to prohibited [autonomous personnel, quasi-judicial personnel or advisory personnel] from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the board member or any member of his or her immediate family has a controlling financial interest, with [the City] or any person or agency acting for [the City]. However, [autonomous personnel, quasi-judicial personnel and advisory personnel] are prohibited from contracting with any agency or department of [the City] subject to the regulation, oversight, management, policy-setting or quasi-judicial authority of the board of which the person is a member. Sec. 2-11.1(c)(3), Miami-Dade Ethics Code.

In the City, Development Services is the department that is potentially subject to the regulation, oversight, management, policy-setting or quasi-judicial authority of the BOA. The procurement division has confirmed that the Development Services Department will not be involved in this contract and that the user department is Public Works with the Historical Resources Department assisting. Thus, the exception set out in subsection (c)(3) above, permits you to continue serving on the BOA while simultaneously bidding (and potentially obtaining) the Professional Preservation Architectural Consulting Services contract.

If your firm is ultimately awarded the contract and there comes a time when a project needs to go before the BOA, please be mindful of the following provisions.

Sec. 2-232(b) of the City of Coral Gables Ethics Code provides that advisory personnel, autonomous personnel and quasi-judicial personnel may not appear before the board or committee on which he or she serves, either directly or through an associate. The following exception exist for members of the BOA, however:

The section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application. However, once an application has been submitted to the

city for board of architects review, no person serving on the board, either directly or through an associate or their firm, may be retained by any person, including the applicant, to represent, appear or make a presentation of behalf of the applicant or any other party on the specific matter being considered by the board.

Sec. 2-233 of the City's Ethics Code also provides:

No advisory personnel, autonomous personnel...quasi-judicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest...

Thus, in the event that your firm must present a project to the BOA (whether under this contract or otherwise) you must recuse yourself from participation - including speaking and voting.

This opinion is issued pursuant to Secs. 2-201(e)(1) and (8) and Sec. 2-237 (as amended in CAO 2016-045) of the City of Coral Gables Code, giving the City Attorney's Office the authority to issue opinions and interpretations on behalf of the City.

7/20/16

From: Ramos, Miriam
Sent: Wednesday, July 20, 2016 11:12 AM
To: 'Ana Alvarez' <aalvarez@ma-miami.com>
Cc: Mindreau, Carlos A. <cmindreau@coralgables.com>; Pounds, Michael <mpounds@coralgables.com>; Leen, Craig <cleen@coralgables.com>; Suarez, Cristina <csuarez@coralgables.com>
Subject: RE: RFQ, Professional Preservation Architectural Consulting Services

Hello Ana,

From your email and our conversation, I understand that you are asking whether you are permitted to bid on this project and still remain a member of the Board of Architects (BOA). The answer to your question is yes.

The Miami-Dade County Ethics Code provides generally that City board members (among others) may not enter into a contract or transact business with the City (*see* Sec. 2-11.1(c)(1)), however the following exception exists and applies in this situation:

Notwithstanding any provision to the contrary herein, [the prohibition] shall be not construed to prohibited
[autonomous personnel, quasi-judicial personnel or advisory personnel] from entering into any contract,
individually or through a firm, corporation, partnership or business entity in which the board member or any
member of his or her immediate family has a controlling financial interest, with [the City] or any person or agency
acting for [the City]. However, [autonomous personnel, quasi-judicial personnel and advisory personnel] are
prohibited from contracting with any agency or department of [the City] subject to the regulation, oversight,
management, policy-setting or quasi-judicial authority of the board of which the person is a member.
Sec. 2-11.1(c)(3), Miami-Dade Ethics Code.

In the City, Development Services is the department that is potentially subject to the regulation, oversight, management, policy-setting or quasi-judicial authority of the BOA. The procurement division has confirmed that the Development Services Department

will not be involved in this contract and that the user department is Public Works with the Historical Resources Department assisting. Thus, the exception set out in subsection (c)(3) above, permits you to continue serving on the BOA while simultaneously bidding (and potentially obtaining) the Professional Preservation Architectural Consulting Services contract.

If your firm is ultimately awarded the contract and there comes a time when a project needs to go before the BOA, please be mindful of the following provisions.

Sec. 2-232(b) of the City of Coral Gables Ethics Code provides that advisory personnel, autonomous personnel and quasi-judicial personnel may not appear before the board or committee on which he or she serves, either directly or through an associate. The following exception exist for members of the BOA, however:

The section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application. However, once an application has been submitted to the city for board of architects review, no person serving on the board, either directly or through an associate or their firm, may be retained by any person, including the applicant, to represent, appear or make a presentation of behalf of the applicant or any other party on the specific matter being considered by the board.

Sec. 2-233 of the City's Ethics Code also provides:

No advisory personnel, autonomous personnel...quasi-judicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest...

Thus, in the event that your firm must present a project to the BOA (whether under this contract or otherwise) you must recuse yourself from participation - including speaking and voting.

This opinion is issued pursuant to Secs. 2-201(e)(1) and (8) and Sec. 2-237 (as amended in CAO 2016-045) of the City of Coral Gables Code, giving the City Attorney's Office the authority to issue opinions and interpretations on behalf of the City.

Sincerely,

Miriam S. Ramos, Esq.

Deputy City Attorney
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134
(305) 460-5218
(305) 460-5084 direct dial



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From: Ana Alvarez [<mailto:aalvarez@ma-miami.com>]
Sent: Tuesday, July 19, 2016 11:52 AM
To: Ramos, Miriam
Cc: Mindreau, Carlos A.
Subject: RFQ, Professional Preservation Architectural Consulting Services

Hello Miriam,

I am writing to inform you that my firm, Martinez Alvarez Urban Design, Architecture & Interior Design Inc. (“Martinez Alvarez Architects”), is preparing a Qualification Statement in response to the Request for Qualifications (2016.06.LS) for Professional Preservation Architectural Consulting Services. The Public Notice posted on the City website describes the required services as “basic preservation architectural and engineering design including historic materials conservation, historic preservation documentation and assessment” – which we are prepared to provide. My husband, Frank Martinez, and I are the principals in the firm. We started the office in 1993 with an partner (under another name); we went on our own in 2006 and have continued to have our own firm ever since. I am the primary shareholder, and the qualifier for my office with architecture, interior design and business licenses in the State of Florida. I am putting together an excellent team of sub-consultants that include civil, structural, MEP, and geotechnical engineers, and well as a landscape architect and an arborist. Attached is my resume and a list of projects I have worked on, but I will highlight in the submittal the Historic Preservation, Restoration & Rehabilitation projects in Coral Gables, City of Miami, Boston and Martha’s Vineyard. The submittal is due July 26, 2016.

I have served on the Board of Architects since August 2015. I am copying Carlos Mindreau, the City Architect, on this email. I understand you will prepare an opinion that speaks to any possible conflict of interest. Please let me know if either of you have any other comments or concerns.

Thank you in advance for your help and best wishes,

Ana

*Ana Alvarez
Martinez & Alvarez Urban Design, Architecture & Interior Design
2211 NW 4th Terrace
Miami, Florida 33125
305-643-6958
www.ma-miami.com*

Paulk, Enga

From: Ramos, Miriam
Sent: Thursday, September 5, 2019 2:02 PM
To: Paulk, Enga
Cc: Suarez, Cristina
Subject: FW: Legal Opinion Request - Conflict of Interest
Attachments: RFQ 2019-038 Architectural Consulting Services.pdf; CAO 2016-095.pdf

Enga, please publish.

Miriam Soler Ramos, Esq., B.C.S.

City Attorney

*Board Certified by the Florida Bar in
City, County, and Local Government Law*

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From: Suarez, Cristina
Sent: Thursday, September 5, 2019 11:29 AM
To: Walker, Celeste <cwalker@coralgables.com>
Cc: Ramos, Miriam <mramos@coralgables.com>; Smith, Letrice <lsmith@coralgables.com>
Subject: FW: Legal Opinion Request - Conflict of Interest

Celeste:

According to your email, the attached RFQ was issued on behalf of Public Works and it is my understanding that Public Works will be the user department for the Architectural Consulting Services contract. Thus, as set forth more fully in the attached CAO 2016-095, pursuant to the exception set forth in Sec. 2-11.1(c)(3) of the Miami-Dade County Ethics Code, a member of the Board of Architects (“BOA”) may participate in the solicitation for (and potentially obtain) the Architectural Consulting Services contract because Public Works (and thus, this contract) is not subject to the “regulation, oversight, management, policy-setting or quasi-judicial authority” of the BOA. However, if the board

member's firm is ultimately awarded the contract and there comes a time when a project must be presented to the BOA, the board member must be mindful that Sec. 2-295(b) of the City Code generally prohibits advisory personnel, autonomous personnel, or quasi-judicial personnel from appearing before the board or committee on which he or she serves, either directly or through an associate. However, the following exception applies for members of the BOA:

The section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application. However, once an application has been submitted to the city for board of architects review, no person serving on the board, either directly or through an associate or their firm, may be retained by any person, including the applicant, to represent, appear or make a presentation on behalf of the applicant or any other party on the specific matter being considered by the board.

City Code Sec. 2-295(b). Section 2-296 of the City Code further provides that “[n]o advisory personnel, autonomous personnel, . . . or quasi-judicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest.” Thus, in the event that the board member's firm must present a project to the BOA (whether under this contract or otherwise), the board member must recuse him or herself from participation—including speaking and voting.

Additionally, I have been advised that the evaluation committee may include one or more other members of the BOA. This fact would not change the above analysis because the BOA would still not have regulation, oversight, management, policy-setting, or quasi-judicial authority over the contract to be used by Public Works. However, to the extent that a member of the BOA is selected for the evaluation committee, a BOA member participating in the solicitation should not in any way use his or her position on the BOA to communicate with any member of the evaluation committee regarding the RFQ or the selection process and should be cognizant of the Cone of Silence.

This opinion is issued pursuant to Sec. 2-252(e)(1) and (8) and Sec. 2-300 of the City Code.

Thanks,
Cristina

Cristina M. Suárez
Deputy City Attorney & City Prosecutor

City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Main Phone: (305) 460-5218
Direct Dial: (305) 476-7231
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From: Walker, Celeste
Sent: Wednesday, August 28, 2019 10:32 AM
To: Suarez, Cristina <csuarez@coralgables.com>
Cc: Smith, Letrice <lsmith@coralgables.com>
Subject: Legal Opinion Request - Conflict of Interest

Morning Cristina,

I am sending this request for a legal opinion on whether a potential conflict of interest exists. We issued the attached RFP on behalf of PW for Architectural Consulting services. A current member of our Board of Architects reached out to get a determination as to whether or not they can participate in the solicitation.

If you have any questions about the request, I am available to discuss.

Thanks,



Celeste S. Walker, MBA, CPSM, CPPO
Finance Assistant Director for Procurement
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5101 | Fax: 305-261-1601
Email: cwalker@coralgables.com
Website: www.coralgables.com/procurement



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