

# Miami Shores Village



## Request for Qualifications

**No. 2018-08-01**

### **“Brockway Memorial Library North Expansion”**

**RFQ Sealed Proposal Acceptance:**

**Wednesday, September 5, 2018, 5:00 P.M.**

**Miami Shores Village Hall**

**10050 N.E. 2<sup>nd</sup> Avenue**

**Miami Shores, FL 33138**

August 15, 2018

MIAMI SHORES VILLAGE, FLORIDA

Miami Shores Village, Florida (the "Village") invites qualified firms to submit proposals to provide:

"Brockway Memorial Library North Expansion"

Miami Shores Village is accepting Requests for Qualifications from a firm(s) to provide services necessary for the project (the "Project") described herein.

Miami Shores Village, Florida (the "Village") will receive sealed proposals until 5:00 PM (local), Wednesday, September 5<sup>th</sup>, 2018 at Village Hall, 10050 N.E. 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. Faxed or e-mailed proposals shall be rejected and will not be accepted.

**The Village's contact information for this RFQ is:**

**Office of the Village Manager**

**Tom Benton**

10050 N.E. 2<sup>nd</sup> Avenue

Miami Shores, Florida 33138

Telephone: 305-762-4851

RFQ documents may be obtained via the Internet at the Miami Shores Village website at [www.msvfl.gov](http://www.msvfl.gov). If you do not have internet access, you may obtain the documents by contacting the Village Clerk's Office at 305-762-4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov).

The Village reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Village as non-responsive or irregular. The Village reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Village or has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**INSTRUCTIONS REQUEST FOR QUALIFICATIONS – PHASE I**

**1.0 PROJECT SPECIFIC INFORMATION**

**1.1 General Requirements**

The forthcoming Request for Proposals will provide details about the site requirements.

Project will include the following:

- Additional access on the Northwest side of the property
- Approximately 1,482 ± sq. ft. addition (single story)
- Related Demolition will include wall penetration and site work changes
- Related roofing of the addition and tie-in to existing roof
- New Flooring shall be according to the Finish Schedule on the Conceptual Drawings
- Site improvements and fill as necessary to match existing finished floor elevation
- Site drainage will be limited to on-site surface disposal
- Related site work, landscaping, and irrigation

**1.2 Selected Site**

The following aesthetic and other issues must be considered in the design, construction, and operations of the project:

- Public safety
- Noise and dust control
- Water damage prevention
- Building operations and temperature control
- Electric and plumbing
- Landscaping
- Truck traffic

Construction noise shall be mitigated by limiting work to weekdays between the hours of 8:00 am to 5:00 pm and by cooperating with library operations. Further, as the project site is located within the Village, architecture, landscaping, and other project components related to the overall aesthetics will be subject to approval by the Village.

**1.3 Environmental Review and Permitting**

The Village anticipates that permitting responsibilities will be by the Proposer team. The selected Proposer team's responsibilities for environmental review and permitting will be further defined in the RFP.

**1.4 Project Financing, Ownership and Operation**

The project will be financed and owned by the Village and the library is operated by the Library Board.

**1.5 Overall Risk Posture**

The selected Proposer team will enter into a Design/Build (DB) Construction Agreement with the Village for the design and construction of the Brockway Memorial Library Expansion. A preliminary draft of the terms of the DB Construction Agreement will be provided with the RFP. Attachment "A" to this RFQ contains a preliminary risk matrix for the Project, which summarizes the anticipated allocation of risk between the Village and the selected Proposer team. This preliminary risk matrix is not intended to describe all anticipated risk for the Project. As the Village proceeds through the RFQ/RFP procurement process, it will define and revise, as necessary, the risk matrix.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

## **2.0 THE PROCUREMENT PROCESS**

### 2.1 Procurement Objectives

The Village is developing the Project using the D/B approach with the intention of benefiting from the Proposer teams; industry knowledge and experience in minimizing costs and maximizing performance. The design and construction objectives of this project are:

1. Optimization of the Project schedule
2. Minimization of design and construction costs
3. Optimization of operating and maintenance costs
4. Sound design and quality construction for long-term operational reliability

### 2.2 Village Rights Regarding Procurement

The Village is not bound to accept any Request for Qualifications (hereafter referred to as RFQ's) if the Proposer does not meet Village requirements and standards.

Further, the Village reserves the right, at its sole discretion, to:

1. Accept or reject any and all submittals, in whole or in part
2. Discuss different or additional terms to those included in this RFQ or received in any response.
3. Amend or modify any terms of this RFQ
4. Invalidate this RFQ and issue a second RFQ
5. Request clarification of the information submitted as part of the RFQ
6. Extend the date for receipt of RFQ

### 2.3 RFQ and Qualifications Submittal

This RFQ is the first step in the procurement process for the selection of a Proposer team to design and construct the Brockway Memorial Library Expansion. There will be no pre-submittal meeting for this RFQ. The RFQ must be submitted no later than 5:00 pm on Wednesday, September 5, 2018 to:

Mr. Tom Benton, Village Manager  
Miami Shores Village  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Phone Number: (305) 762-4851

In order to be eligible to receive and respond to the RFP, an RFQ must be received in response to this RFQ, and the Proposer team must be shortlisted by the Selection Committee. The Selection Committee will likely include Village staff and advisors, supported by Village's consulting engineering team and other advisors. Based on the evaluation of the RFQ, Village will select the shortlisted Proposer teams and invite them in writing to submit a proposal in response to the RFP. Submission of a response to this RFQ will be presumed to signify a Proposer team's willingness to participate in the RFP and proposal process as detailed IN THE RFQ.

Proposer teams must respond in accordance with Section 3 of this RFQ. Responses will be evaluated using the criteria set forth in Section 4 of this RFQ. During the evaluation of RFQ, the Village may seek additional clarification and information from Proposer teams.

### 2.4 RFP Distribution

The RFP will be available for pick up or to be mailed, on the date shown in Table 1, only to shortlisted firms. To receive a copy of the RFP, please contact:

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

Mr. Tom Benton, Village Manager  
Miami Shores Village  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
PHONE NO.: (305) 762-4851  
E-MAIL: vmoffice@msvfl.gov

**2.5 RFP and Proposal Submittal**

Shortlisted Proposer teams under the RFQ process will receive a preliminary draft of the terms of the DB Construction Agreement. Proposals received in response to the RFP will be evaluated based on specific qualitative and quantitative evaluation criteria developed in accordance with the Village's mission, Project goals and objectives. All proposal evaluation criteria is explained in the RFP document. It is anticipated that the Project budget and schedule will be a heavily weighted criteria in the evaluation.

**2.6 Oral Instructions and Communications**

The Village is committed to a fair, open process for interested parties to receive information about procurement of the Project and the competitive solicitation process, which the Village is proposing to utilize for selection of a Proposer team and award of a DB contract.

After distribution of this RFQ, all questions concerning this procurement process shall be directed to:

Mr. Tom Benton, Village Manager  
Miami Shores Village  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Phone number: (305) 762-4851  
E-MAIL: vmoffice@msvfl.gov

No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with the Village. Only those communications that are in writing from the Village may shall be considered as a duly authorized expression on behalf of the Village. The Village will forward to all Proposers in receipt of the Request for Qualifications, written responses of the Village to a Proposer's question.

Also, only written communications from Proposers, which are signed by persons who are authorized to contractually bind the Proposers, will be recognized by the Village as duly authorized expressions on behalf of the Proposers.

All communications to the Village Manager must be submitted in writing and are subject to distribution to all Proposer teams. No questions shall be directed to any other parties involved in this procurement process, which includes representatives of *Village management, Village's financial and legal advisors, and Village's design and procurement consultants.*

Violation of this protocol is grounds for immediate and permanent disqualification of the Proposer team from the procurement process. The only exceptions to this requirement are: 1) written requests regarding information or clarification made to Mr. Tom Benton, Village Manager, or 2) any communications at any pre-proposal conference or a publicly noticed meeting of the Village.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

Pursuant to County Code, public notice is hereby given that a **“Cone of Silence”** is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP **until** such time as the Village Manager makes a written recommendation to the Village Council concerning the competitive purchase transaction. For more information on the “Cone of Silence,” please contact the Communications Manager, Elizabeth Keeley at [keeleye@msvfl.gov](mailto:keeleye@msvfl.gov).

**2.7 Preliminary Procurement Schedule**

After shortlisting, each selected Proposer team will be invited to submit a formal proposal. The proposal will be based on Village requirements. Any suggested modifications to Village's specifications, which the proposer team believes will enhance the overall Project, must be submitted as an alternative proposal.

Prior to the submission date for proposals, a pre-Proposal Conference may be held. Details related to this conference will be provided. Based on the Proposal evaluation, the Village will enter into negotiations with the highest-ranked Proposer team.

A summary schedule of the major activities associated with the DB solicitation is presented below, through Project completion. This schedule should be considered tentative and may be subject to change. Proposer teams are encouraged to provide the Village comments concerning the feasibility of this schedule.

<b>Table 1</b>	
<b>REVISED PROCUREMENT SCHEDULE</b>	
<b>Date</b>	<b>Activity</b>
08/15/2018	RFQ available for distribution
09/05/2018	RFQ Submittals due to the Village on or before 5:00 PM (EST)
09/12/2018	Selection Committee shortlist recommendation
09/12/2018	Village Council Agenda
09/18/2018	Village Council Approval
09/19/2018	Shortlisted companies invited to continue in selection process
10/30/2018	Request for Proposal submittals to Village
11/14/2018	Interview and select DB team
11/28/2018	Village Council Agenda
12/04/2018	Award DB Contract
TBD	Issuance of Notice to Proceed/Pre-Construction Meeting
TBD	Begin Design/Construction
TBD	Construction Complete
TBD	Project completed and accepted

**2.8 Expenses of the Proposer Teams**

The Village accepts no liability for the costs and expenses incurred by the Proposer teams in responding to this RFQ, the forthcoming RFP, responses to clarification requests and resubmittals, interviews or oral presentations (if applicable), and subsequent negotiations. Each Proposer team that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that Proposer teams cannot make any claims whatsoever for reimbursement from the Village for the costs and expenses associated with the process.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**2.9 Information Disclosure to Third Parties**

All RFQ and subsequent proposals received in response to the procurement documents will become the property of the Village and subject to all applicable public record laws and will not be returned. Notwithstanding the foregoing, Proposer teams recognize and agree that the Village will not be responsible or liable in any way for any losses that the Proposer team may suffer from the disclosure of information or materials to third parties.

**3.0 SUBMITTAL OF QUALIFICATIONS**

**3.1 General Instructions**

One (1) unbound and 10 bound copies of the Proposer team's RFQ must be received at the address below ***on or before 5:00 pm (EST), Wednesday, September 5, 2018*** in a sealed package. All copies will be on 8 ½" x 11" white plain white paper, typed and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive. Facsimile copies or electronic file copies of the RFQ will not be considered under any circumstances. RFQ must be addressed and submitted to:

Ysabely Rodriguez, Village Clerk  
Miami Shores Village  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138

The following must be written on the **outside** of the sealed envelope or box: "Statement of Qualifications for Design/Build Contractor for Brockway Memorial Library North Expansion". The Village will notify firms upon shortlisting of the ranking for interviews.

Proposer teams are urged to be complete, but concise, in their responses. Sales brochures are not desired unless directly related to the response and referenced in the text. No interpretation or clarification of the meaning of any part of the RFQ will be made orally by the Village to any potential proposer team. Requests for interpretation or clarification by any Proposer team prior to the date and time of submittal must be made in writing to Mr. Tom Benton, Village Manager, as described earlier in this document, no later than 5 business days before the submittal is due.

Responses to requests for information will be provided to all recipients of the RFQ. Any and all such interpretations and supplemental instructions will be made in the form of written addenda that will be sent to all recipients of the RFQ, and will become part of the RFQ. Proposer teams shall acknowledge receipt of all addenda by completing a form that will be provided if an addenda is issued.

**3.2 Information Requirements of Qualifications Submittal**

The RFQ must be separated into twelve sections as follows:

1. Table of Contents
2. Cover Letter
3. Proposer Team Composition and Background
4. Technical Qualifications
5. Quality Control Procedures
6. Project Experience/References
7. Financial, Project Guarantor, and Performance Bond Information
8. Forms (see Attachments)
9. Comments on Project Concepts and Project Schedule (if any)

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

10. SDBE Program and Forms
11. Standard Forms 254 and 255 or 330
12. Copies of Required Licenses

The format of the RFQ must be as outlined above. Narrative pages are to be 8.5 inches by 11 inches and shall be bound into the volume. A clear and a concise presentation of information is encouraged with an approximate page guideline not to exceed 25 pages, not including required forms (see Attachment "B"), resumes of key staff brochures (only if directly applicable to response), and financial information. The Village will appreciate brevity and clarity. Non-written audiovisual materials will not be accepted. Below is additional information about the submission requirements to this RFQ.

### 3.2.1 Table of Contents

A table of contents shall be included in the RFQ, itemizing the contents of the Proposer team's submission.

### 3.2.2 Cover Letter

The RFQ must include a cover letter containing the name, title, address, telephone number, fax number (if applicable), and e-mail address of the Proposer team and the *principal contact person*. The cover letter shall also include a complete listing of all companies that form the Proposer team.

### 3.2.3 Proposer Team Composition and Background

The RFQ shall indicate the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party, and provide the name of the single entity responsibility for the Project. A Project organization chart is required, with the individuals assigned to key project positions identified by name. Additionally, the RFQ shall identify the parties that will undertake the roles for permitting, design and construction.

The proposed contractual relationships between the Proposer team and all major partners and subcontractors relative to the various phases of the Project (e.g., design and construction) shall be outlined in the RFQ.

The history, ownership, organization, and background of the Proposer team shall be provided. If the respondent is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given.

Proposer teams must recognize that its key assigned employees, along with subcontractors and their key employees included in the RFQ, will be used as part of the basis for shortlisting Proposer teams to submit responses to the RFP. Therefore, changes to Proposer teams, including major subcontractors and employees, will not be allowed except for extenuating circumstances, such as corporate takeovers, buyouts, and other unforeseen changes. However, Proposer teams responding to the RFP may strengthen their teams prior to submission of the RFP responses by adding additional personnel and subcontractor members.

### 3.2.4 Technical Qualifications

Proposer teams responding to the RFQ shall demonstrate their ability to undertake the Project by providing the technical qualifications of the Proposer team, principal sub-contractors, equipment supplies, and individual team members. The Village will give utmost consideration to experience related to the design and construction of facilities within schedule and budget. Proposer teams shall provide evidence of their experience in the form of design, construction budgets, and schedules of similar projects.

Village and the Selection Committee reserve the right to conduct an independent investigation of the Proposer's team and its sub-contractors technical qualifications by contacting project references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluation of technical qualifications. As a minimum, the Proposer team shall provide the following information to demonstrate their technical qualifications:



**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

1. **DB Experience-** the Proposer team shall provide its individual member and collective design-build experience.
2. **Library Facility Experience-** Proposer teams shall provide its design and construction experience of similar library facilities.
3. **Design Experience-** the Proposer team shall provide its engineering and design experience for the development and implementation of building and site facilities within the Village or Miami-Dade or Broward County. The information submitted should demonstrate experience with building and site design and construction engineering as reflected on completed projects, familiarity with the permitting, unit processes, and an understanding of the interrelationships between design, construction, and operation of an active library.
4. **Construction Experience-** the Proposer team shall provide its experience with construction management and construction of building and site facilities.
5. **Regulatory Compliance and Permitting Experience-** the Proposer team shall submit its experience with regulatory compliance and permitting. This shall include submission of its experience with meeting permit conditions and complying with building, site, environmental, and other regulatory requirements for operating a similar facility.
6. **Key Project Staff-** utilizing **Submittal Form 2 of Attachment "B"**, the proposer team shall provide the qualifications of all key staff assigned to the Project. This submission shall include the key project staff of the contracting firm, its parent (if applicable), partner firms, and major subcontractors. Information shall include length of time practicing in profession, familiarity with building and site design and construction, especially for Design/Build projects, and proposed Project leadership. Full resumes of key personnel for each containing experience for above items 1 through 5, shall be provided, and shall include but not limited to the information requested on Submittal Form 2 Attachment "B".
7. **Additional Technical Services Capabilities-** unless provided in response to items 1 through 5 above, the Proposer team should provide a one to two page summary of the Proposer team's experience and capabilities in the following areas:
  8. **Building and Site Development**
    - Library Facilities (Commercial/Office Type Facilities)
    - Local, Federal and State Permit Processes and Compliance
    - Geotechnical Services
    - Civil/Structural Design
    - Architectural Design/Engineering
    - Landscape Design
    - Electrical/Mechanical Design
    - Construction and Projects Safety Engineering
    - Environmental Sensitivity

Proposer teams should note that the inability to provide evidence for each category using internal team resources does not necessarily constitute a lack of qualification. Proposer teams should address this issue in their written proposal, explaining their approach.

### 3.2.5 Project Experience/References

In addition to providing technical qualifications and experience, the Proposer team shall provide a list of all directly relevant projects the Proposer team has completed within the past five (5) years. A brief description of these selected projects shall be provided, including current status, photograph, and a description of the Proposer's team's specific involvement in each of the projects. These projects should be located in Florida. **Projects undertaken outside of the United States will not be considered as part of the shortlisting.** Additionally, the Proposer team shall describe the history of the relationships among the team members, including a description of past working relationships. Presentation format is at the discretion of the Proposer team, as long as all requested information is provided. For each of the projects identified, provide the following information:

- Name and location of project
- The RFQ submittal team participants (personnel and/or firms)
- Customer and owner

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

- Current status (design, construction, or operations phase)
- Description of facilities, including size and location
- Key project contact of Proposer team for the given project
- Key project contact of the customer
- Key personnel involved with each major phase; if joint venture or partnership, indicate participating firms
- Project budget adherence
- Change order history
- Project schedule adherence
- Photograph of project

**3.2.6 Financial Information**

The Proposer team shall provide full disclosure of its financial position and, if applicable, the financial position of the corporation guaranteeing the Proposer team's obligations under a contract eventually executed. Financial information that must be included as part of the RFQ includes the following:

1. **Financial Statements**  
A statement regarding any material changes in the mode of conducting, bankruptcy proceedings, and mergers or acquisitions for the past three years, as well as any disclosure of any potential merger or acquisition.
2. **Direct and Indirect Fixed or Contingent Obligations**  
Proposer teams must also provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Proposer team respondent(s), its parents, affiliates, and subsidiaries in connection with other projects, whether by way of financial or performance commitments, open letters of credit, guarantees, or otherwise that may limit its financial exposure for the Project.
3. **Credit Ratings**  
If the Proposer team or the proposed Project Guarantor has short-term or long-term obligations rated by Moody's Investors Service, Standard & Poor's Corporation, Fitch IBCA, or Duff & Phelps, such rating shall be provided.
4. **Litigation**  
The Proposer team shall disclose any outstanding litigation that could potentially impact its financial condition if judgment is entered against the Proposer team.
5. **Insurance**  
The Proposer team shall be required to provide insurance coverage as indicated in Table 2. Additionally, the Village may require the Proposer team to secure "All Risk" coverage. These requirements will be provided in the RFP document.
6. **Financial Information Requirements Relating to Responses Submitted by Consortium, Joint Ventures or Partnerships**  
If a consortium, a joint venture, or a partnership is submitting the RFQ, the RFQ shall identify all parties and relationships. Each member of such consortium, joint venture, or partnership shall provide full disclosure information regarding their financial strength as specified in this section for individual respondents.

**3.2.7 Project Guarantor**

Proposer team responding to this RFQ must have a single Project Guarantor to fulfill all the financial obligations required for designing and constructing the Project. Within the RFQ, the Proposer team shall clearly identify the Project Guarantor. This identification shall also include a statement that the Project Guarantor will fully guarantee all obligations of the contracting party for the permitting, design, and construction of the Project. The Project Guarantor may be the contracting party, its parent company, or a sufficiently capitalized general partner that is an integral part of the respondent's team. Proposer teams must demonstrate to Village that their Project Guarantor has the capability and legal commitment to guarantee the financial obligation of the Proposer team for

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

the Project.

If a sole purpose subsidiary (e.g. joint venture) is created as the contracting party, the parent company or one or more of the partner firms, shall be the Project Guarantor to guarantee performance of the subsidiary's obligations. A subsidiary with limited capitalization and without the full parent company or partner guarantee will not be allowed as the contracting party. If a subsidiary has been formed solely to respond to this RFQ, the reasons for this action must be fully disclosed.

**3.2.8 Payment and Performance Bond Requirements**

The selected Proposer team, at its own expense, will be required to provide and maintain payment and performance bonds through successful commissioning of the Project, each in the full amount of the proposed design/construction costs. *These amounts are specified in Table 2.* The selected Proposer team shall also provide additional security for the absolute and unconditional performance of its obligations under an executed Design/Build Construction Agreement in the form of a guaranty from its Project Guarantor.

In the event that the Project Guarantor's credit rating declines during the course of the Design/Build period, then the Village may require the selected Proposer team to provide an irrevocable letter of credit (LOC) in an amount to compensate for this increased risk exposure. A not-to-exceed amount for the LOC, and the Owner's Bank will be identified in the RFP.

In response to the RFQ, the Proposer team shall provide an acknowledgement of the construction bond, performance bond and guaranty requirements and its willingness to enter into such a contractual arrangement.

**3.2.9 DBE Participation**

Miami Shores Village shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information, as outlined in applicable local, State and Federal regulations.

Miami Shores Village encourages DBE participation. Contractors and consultants shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to participate using race neutral measures.

**4.0 EVALUATION CRITERIA AND RANKING OF SUBMISSIONS**

The evaluation of the RFQ will be a two-stage process, consisting first of the evaluation of Minimum Qualifications and then the Enhanced Qualifications, as described below.

**4.1 Minimum Qualifications**

The Proposer team must satisfy the Minimum Qualifications as described in Table 2 in order to continue in the selection process. Proposer teams that meet the Minimum Qualifications will be evaluated for Enhanced Qualifications as described in Section 6.2. A signed, completed Minimum Qualifications Form (RFQ Submittal Form 1, as shown in Attachment "B") must be submitted in accordance with Section 4 of this RFQ document.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

<b>TABLE 2</b>		
<b>MINIMUM QUALIFICATION CRITERIA</b>		
<b>Criteria</b>	<b>Points</b>	<b>Experience</b>
Design/Build Experience	10	<i>Team must demonstrate</i> at least five (5) years of relevant D/B experience in building and site facilities
Building and Site Facility Experience	10	<i>Team must demonstrate</i> at least five (5) years (combined experience) of relevant design and construction experience in building and site facilities
Bonding and Insurance Capabilities	10	<i>Team must demonstrate the ability to provide:</i> 100% construction bond (labor and material) for completion of the Project (value based on preliminary facility cost estimate). <i>Team must demonstrate the ability to provide:</i> an insurance package including liability and property damage, automobile insurance, and general liability with limits in accordance with Village's requirements. <i>Team must demonstrate the ability to provide:</i> a performance & payment bond equal to 100% of the construction costs
Performance, Price and Schedule Guarantees	20	<i>Team must demonstrate</i> willingness to accept performance guarantees with a demonstrated ability and willingness to complete the design and construction of the facilities at a guaranteed price
Project Guarantor Net Worth	10	<i>Team Guarantor must demonstrate</i> a substantial net worth at least 1 times the project cost)
Sole Source Responsibility	10	<i>The lead Team member must provide</i> a sole source (design and construction) responsibility & Project guarantee
Criminal and Financial Disclosure	10	<i>Each team member</i> may not have filed for bankruptcy in the past three (3) years or have been convicted of any illegal activity including fraud
Conflict of Interest	10	Team must have no real or perceived conflicts of interest with respect to the Village for the purpose of the Project
Safety Program	10	Team must have a safety program in place that satisfies the requirements of the Federal and Florida Labor Codes
<b>TOTAL</b>	100	

**4.2 Enhanced Qualifications**

Proposer team that satisfy the Minimum Qualifications presented in Table 2, will be further evaluated for Enhanced Qualifications based on the evaluation scoring criteria presented in Table 3. The numbers adjacent to the criteria represent the maximum value awarded for the level of demonstrated experience or documentation provided by each Proposer team in their Statement of Qualifications.

Based on the combined evaluations, the Village will prepare a shortlist of Proposer teams. Only those shortlisted Proposer teams will be issued the Request for Proposals (RFP) documents and invited to submit proposals to the Village.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

<b>TABLE 3</b>	
<b>EVALUATION RATING PROJECT</b>	
	<b>Max. Category Points</b>
Library/Site Qualifications	25
Design/Build Qualifications	25
Project Team Qualifications	25
Schedule	25
<b>TOTAL</b>	<b>100</b>

**4.2.1 Library/Site Qualifications**

Criterion 1: Library/Site Experience

Team's experience in the business of designing and constructing building and site improvements.

**4.2.2 Project Design/Build Qualifications**

Criterion 1: Building/Site Project Design/Build Experience

Team's experience in the business of providing building/site design and construction services.

Criterion 2: Technical Proficiency

Team's experience in various relevant technical disciplines:

- Local, State & Federal permitting processes and compliance
- Geotechnical services and foundation design
- Civil/structural design
- Building systems/ Architecture
- Landscaping

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**PRELIMINARY  
PROJECT  
RISK MATRIX**

**ATTACHMENT A**

RISK	ALLOCATION			COMMENTS
	Village	Contractor	Shared	
<b>DESIGN ISSUES</b>				
<i>Post construction maintenance</i>	√			
<i>Design Schedule</i>		√		Design phase work included in total contract time
<i>Design cost/escalation</i>		√		Cost of design work is included in Contractor's lump sum construction price
<i>Aesthetics of the building and site</i>			√	Architectural guidelines will be provided by the Owner
<i>Interface with other Miami Shores facilities and systems</i>			√	
<i>Environmental Review &amp; Mitigation</i>			√	
<i>Foundation, structural, and hurricane standards</i>		√		
<i>Obtaining required permits</i>		√		Other permits by Contractor
<i>Permitting background work and conditions</i>		√		DERM, all agency approvals and Miami Shores Village site plan approval
<i>Liability for design standards and codes</i>		√		
<i>Project operations and coordination with other facility operations</i>	√			

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

CONSTRUCTION ISSUES				
<i>Site access, noise, traffic, air quality</i>		√		
<i>Temp. power during construction</i>		√		
<i>Water during construction</i>		√		Contractor to provide own water
<i>Project schedule compliance</i>		√		Essential project component
<i>Construction price</i>		√		Lump sum/all inclusive
<i>Material, equipment and labor escalation</i>		√		
<i>Permit compliance</i>		√		
<i>Excavated material, excess disposal</i>		√		
<i>Subsurface conditions</i>		√		Contractor may elect to do borings at his sole cost
<i>Change orders requested by Miami Shores Village</i>	√			
<i>Changes after final design agreement</i>		√		Contractor is at liberty to make changes for the improvement of the project, but only with prior Owner approval
<i>Site safety and health issues</i>		√		
<i>Testing and acceptance</i>		√		

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

LEGAL & FINANCIAL ISSUES				
<i>Project Financing</i>	√			
<i>Cost/Price evaluation</i>	√			
<i>Final design errors and omissions</i>		√		
<i>Prevailing wage rates</i>		√		
<i>Insurance coverage</i>		√		
<i>Force majeure (Acts of God)</i>			√	Depending upon circumstances
<i>Labor relations/negotiations</i>		√		
<i>Liquidated damages</i>		√		
<i>Project terms and conditions</i>		√		
<i>Failure of acceptance test</i>		√		
<i>Compliance with existing laws, statutes and regulations</i>		√		
<i>Compliance with changes to laws, statutes and regulations</i>		√		
<i>Termination clauses</i>			√	
<i>Warranty obligations</i>		√		
<i>Payment &amp; Performance Bonds</i>		√		
<i>DBE Compliance</i>		√		
<i>Project acceptance and operating cost issues</i>			√	



**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**ATTACHMENT B                      Required Forms**

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**RFQ Submittal Form 1  
Minimum Qualifications Form**

Proposer Team Name: \_\_\_\_\_

MINIMUM QUALIFICATIONS:  
*(Attach additional sheets if necessary containing the information requested.)*

1) Library/Site Design-Build Experience

<b>Library/City/State</b>	<b>Facility Size &amp; Type</b>	<b>Date of Certificate of Occupancy</b>	<b>Proposer Team Role*</b>	<b>Client Contact (name, phone, fax)</b>

\*Select from: Design firm, Mechanical Contractor, Electrical Contractor, General Contractor, Construction Manager, Landscape Contractor, Site Contractor, Utilities Contractor, Paving Contractor

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

2) Building/Site Design-Build Experience

<b>Library/City/State</b>	<b>Facility Size &amp; Type</b>	<b>Date of Certificate of Occupancy</b>	<b>Proposer Team Role*</b>	<b>Client Contact (name, phone, fax)</b>

\*Select from: Design firm, Mechanical Contractor, Electrical Contractor, General Contractor, Construction Manager, Landscape Contractor, Site Contractor, Utilities Contractor, Paving Contractor

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

3a) Will the Proposer team or the Project Guarantor be able to provide a performance bond or letter of credit (LOC) in the amount equal to a 100% of the construction costs (labor and materials), and a \$2 million payment bond or LOC for completion of the Project? (Value based on preliminary Project cost estimate.)

Yes  No

If yes, name of surety or bank: \_\_\_\_\_

3b) Will the Proposer team be able to furnish an insurance package including liability and property damage, automobile insurance and general liability with limits adequate to protect the interests of the Owner?

Yes  No

If yes, name of insurance provider: \_\_\_\_\_

4) Bankruptcy and Criminal Disclosure (to be signed by officer submitting Proposal)

Neither the Proposer team nor any affiliate of the Proposer team nor the Project Guarantor, if any, or any affiliate of the Project Guarantor has filed for bankruptcy in the past three years or have been convicted of any illegal activity including fraud.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

5) Indicate whether the Proposer team or Project Guarantor will provide single-entity responsibility for the entire scope of the service.

Entity: \_\_\_\_\_

Affiliation to Proposer: \_\_\_\_\_

6a) If selected, will the Proposer team be able to complete all design and construction activities in order for the Village to occupy the building on \_\_\_\_\_?

Yes  No

6b) If selected, will the Proposer team be willing to accept and secure by bond (or other financial instrument acceptable to the Village) performance guarantees as part of the service agreement between the Village and the selected Proposer team?

Yes  No

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

7) Conflict of Interest. The Proposer team has no conflicts of interest with respect to the Village for the purposes of the Project.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest: Proposal Minimum Qualifications**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_ on behalf of the \_\_\_\_\_. Who is personally know to me or have produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
Commission Number \_\_\_\_\_  
County of: \_\_\_\_\_  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
My Commission Expires

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**RFQ SUBMITTAL FORM 2  
KEY PROJECT STAFF<sup>1</sup>**

*(Provide the information requested on this form for key project staff members as defined in Section 3.2.4, Item #6. Attach additional pages if necessary)*

**General Information**

Name: \_\_\_\_\_

Current Employer: \_\_\_\_\_

Title: \_\_\_\_\_

Years employed by firm: \_\_\_\_\_ Years

Total Professional Experience: \_\_\_\_\_ Years

Year Graduated: \_\_\_\_\_

Degree(s): \_\_\_\_\_

**Professional Registration and Licenses**

	Type & Discipline	State	Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**Project-specific information**

Title/Assignment: \_\_\_\_\_

Description of Role/Responsibilities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**Commitment<sup>2</sup>**

Permitting:	%
Design	%
Construction:	%
Startup & Testing:	%
Operations:	%

**Relevant Project Experience<sup>3</sup>**

Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Current Status: \_\_\_\_\_  
Date of Involvement: From \_\_\_\_\_ Through \_\_\_\_\_

*Description of Specific Roles and Responsibilities:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Person**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

*Notes Relative to Form 2:*

<sup>1</sup> Refer to Section 5.2.4, Item 6, of this RFQ for a description of staff for which this form shall be completed.

<sup>2</sup> Commitment indicates the amount of time (in person) that the staff person would be available to work on the Project during the permitting, design, construction, and startup and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

<sup>3</sup> Provide this information for as many projects as are applicable.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**ATTACHMENT C                      DBE Participation Forms**



**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

MIAMI SHORES VILLAGE  
PUBLIC SERVICES DEPARTMENT  
(ENGINEERING AND ARCHITECTURAL SERVICES)

MINORITY BUSINESS ENTERPRISE (MBE) – WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with Miami Shores Village, this form must be completed and returned with your bid package.

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Person Completing Form: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Village Project Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please check the item(s) which properly identify the status of your firm:

Our firm is not a MBE or WBE.

Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.

\_\_\_\_\_ American Indian      \_\_\_\_\_ Asian      \_\_\_\_\_ Black      \_\_\_\_\_ Hispanic

Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.

\_\_\_\_\_ American Indian      \_\_\_\_\_ Asian      \_\_\_\_\_ Black      \_\_\_\_\_ Hispanic

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**MBE/WBE CONTRACTOR INFORMATION**

The Village, in a continuing effort, is encouraging the increased participation of minority and women-owned business in Public Services Department (Engineering and Architectural Services) related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Your firm should submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder will be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

**CONTRACTOR CHECKLIST**

- \_\_\_\_\_ List previous Village Contracts
  
- \_\_\_\_\_ Number of Employees in your firm
  - Percent (%) Women
  - Percent (%) Minorities
  - Job Classifications of Women and Minorities
  
- \_\_\_\_\_ Use of minority and/or women subcontractors on past projects
  
- \_\_\_\_\_ Nature of the work subcontracted to minority and/or women-owned firms
  
- \_\_\_\_\_ How are subcontractors notified of available opportunities with your firm?
  
- \_\_\_\_\_ Anticipated amount to be subcontracted on this project
  
- \_\_\_\_\_ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**ATTACHMENT D Insurance Requirements**

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**INSURANCE REQUIREMENTS**

For FIRM:

I. GENERAL LIABILITY

FIRM agrees to provide comprehensive general liability Insurance for the benefit of VILLAGE with combined single limits of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as followed by VILLAGE's Insurance Services Office and shall include:

Premises or Operations;  
Independent Contractors;  
Broad Form Property Damage;  
Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement; and  
Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

VILLAGE and Miami Shores VILLAGE Council are to be included as "Additional Insureds" with respect to liability arising out of services performed for VILLAGE by or on behalf of ARCHITECT or acts or omissions of ARCHITECT in connection with such services.

II. PROFESSIONAL LIABILITY

FIRM agrees to provide professional liability insurance for the benefit of VILLAGE with combined single limits of \$500,000 per claim and which insures against errors and omissions by FIRM, its subconsultants and design professionals.

III. WORKER'S COMPENSATION

FIRM agrees to provide Worker's Compensation and Employer's Liability Insurance for the benefit of FIRM'S work force.

IV. INDEMNITY

FIRM agrees to protect, defend, indemnify and hold harmless VILLAGE, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein. Without limiting the foregoing, any and all such claims, suits, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. FIRM further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of FIRM, subcontractor or any of FIRM's agent, servants, or employees during the performance of the work before the estimates have become due under this contract, VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as herein above set forth.

V. AUTOMOBILE LIABILITY

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

FIRM agrees to provide automobile liability insurance covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	-	\$100,000 each person
		\$300,000 each occurrence
Property Damage	-	\$50,000 each occurrence

**VI. BUILDER'S RISK**

If a structure is to be erected, FIRM shall also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of VILLAGE are included as a loss payee and the carrier waives all rights of subrogation against VILLAGE.

**VII. CERTIFICATES OF INSURANCE**

Before commencing performance of this contract, FIRM shall furnish VILLAGE with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A) Name of insurance carrier(s).
- B) Effective and expiration dates of policies.
- C) 30 days written notice by carrier of any cancellation or material change in any policy.
- D) Duplicate Policy or Certificates of Insurance stating that the interests of VILLAGE are included as an additional named insured, and specifying the Project.

Such insurance shall apply despite any insurance which VILLAGE may carry in its own name.

**VIII. SUBCONTRACTOR INSURANCE**

FIRM is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other overages that FIRM may consider necessary, and any deficiency in the overages or policy limits of any subcontractors will be the sole responsibility of FIRM.

For PRIME DESIGN PROFESSIONAL: FIRM agrees that the PRIME DESIGN PROFESSIONAL for the Project shall meet the following requirements and FIRM is responsible for PRIME DESIGN PROFESSIONAL's compliance with same. The architect shall be defined as the prime design professional for this project.

**IX. PROFESSIONAL LIABILITY**

PRIME DESIGN PROFESSIONAL shall provide professional liability insurance with minimum limits of liability of Five Hundred Thousand Dollars (\$500,000).

**X. GENERAL LIABILITY**

PRIME DESIGN PROFESSIONAL shall provide comprehensive general liability including contractual coverage applicable to this Agreement with minimum limits of \$500,000 per occurrence combined single limit for Bodily Injury and Property Damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as followed by VILLAGE's Insurance Services Office and shall include:

- Premises or Operations;
- Independent Contractors;
- Broad Form Property Damage;
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement; and
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

VILLAGE and Miami Shores VILLAGE Council are to be included as "Additional Insureds" with respect to liability arising out of services performed for VILLAGE by or on behalf of PRIME DESIGN PROFESSIONAL or acts or omissions of PRIME DESIGN PROFESSIONAL in connection with such services.

XI. WORKER'S COMPENSATION

PRIME DESIGN PROFESSIONAL shall provide worker's compensation insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws for the benefit of PRIME DESIGN PROFESSIONAL's employees. In addition, such insurance must include employer's liability coverage with a limit of no less than One Hundred Thousand Dollars (\$100,000.00) for each accident.

XII. INDEMNITY

PRIME DESIGN PROFESSIONAL shall protect, defend, indemnify and hold harmless VILLAGE, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

PRIME DESIGN PROFESSIONAL shall investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

XIII. AUTOMOBILE LIABILITY

PRIME DESIGN PROFESSIONAL shall provide automobile liability insurance covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	-	\$100,000 each person
		\$300,000 each occurrence
Property Damage	-	\$50,000 each occurrence

XIV. CERTIFICATES OF INSURANCE

Before commencing performance of this contract, PRIME DESIGN PROFESSIONAL shall furnish VILLAGE with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A) Name of insurance carrier(s).
- B) Effective and expiration dates of policies.
- C) 30 days written notice by carrier of any cancellation or material change in any policy.
- D) Duplicate Policy or Certificates of Insurance stating that the interests of VILLAGE are included as an additional named insured, and specifying the Project.

Such insurance shall apply despite any insurance which VILLAGE may carry in its own name.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

XV. SUBCONSULTANT INSURANCE

PRIME DESIGN PROFESSIONAL shall be advised to require all of its sub-consultants to provide the aforementioned coverage as well as any other overages that PRIME DESIGN PROFESSIONAL may consider necessary, and any deficiency in the overages or policy limits of any sub-consultants will be the sole responsibility of PRIME DESIGN PROFESSIONAL.

**Miami Shores Village, Florida  
Brockway Memorial Library Expansion  
Design-Build Procurement**

**ATTACHMENT E**

**REQUEST FOR QUALIFICATIONS**

ISSUING ENTITY: MIAMI SHORES VILLAGE  
CONTACT PERSON: TOM BENTON  
PHONE NO.: (305) 762-4851  
E-MAIL: vmoffice@msvfl.gov

August 2018

ADDRESS FOR PROPOSAL SUBMITTAL:  
**Ysabely Rodriguez, Village Clerk  
Miami Shores Village  
10050 N.E. 2nd Avenue  
Miami Shores Village, Florida 33138**

**QUALIFICATIONS SUBMISSION DATE:**

  
**(Eastern Standard Time)**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ TO MIAMI SHORES VILLAGE ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. MIAMI SHORES VILLAGE WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES POSTAL SERVICE OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.**



**IMPORTANT!**  
**PLEASE READ CAREFULLY BEFORE SUBMITTING PROPOSAL**

**GENERAL PROVISIONS**

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

**ACKNOWLEDGMENT OF AMENDMENTS**

From time to time, Miami Shores Village may issue an addendum to change the intent or to clarify the meaning of the proposal documents. It is each Proposers responsibility to check with the issuing office and immediately secure all addenda before submitting proposals. It is the usual practice for the Village to email known proposers and post the addendum online at [www.msvfl.gov](http://www.msvfl.gov). This does not guarantee that all proposers will receive ALL addendum(s) in this manner. Proposers shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgment should be received by Miami Shores Village by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

**ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Miami Shores Village all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Miami Shores Village under the said contract.

**APPLICABLE LAW**

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought only in the courts of Miami-Dade County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

**ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Miami Shores Village which consent may be withheld in the Village's sole and absolute discretion and without reason or justification of any kind.

**AWARD**

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the Village to be appropriate. All purchases, leases, or contracts that are based on competitive proposals may be accepted if deemed as the best responsive and responsible proposer which represents the most advantageous proposal to the Village. The lowest monetary proposal will NOT in all cases, necessarily be awarded. Complete and accurate responses to all items are necessary for the complete and fair evaluation of proposals. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the proposer's offered equipment or service may be used to determine the best responsible proposer which



represents the most advantageous proposal to the Village. Such analysis may be based upon the proposer's proposal data including, but not limited to price, quantifiable factors and other data which is gathered by the Village. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. The Village reserves the right to reject any and all proposals and to waive technical errors as heretofore set forth. Miami Shores Village reserves the right to award by lowest total, or whatever manner is deemed to be in Miami Shores Village's best interest. In addition, the Village reserves the right to award the contract to more than one proposer.

#### CANCELLATION

Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill the proposal by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Miami Shores Village. In addition to all other legal remedies available to the Miami Shores Village, the Village reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Miami Shores Village.

#### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal.

#### CHANGE IN SCOPE OF WORK

Miami Shores Village may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by the Village Manager. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Miami Shores Village in writing of this belief. If Miami Shores Village believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

#### COLLUSION AMONG PROPOSERS

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. Miami Shores Village may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one (1) proposal for the work being proposal may result in rejection of all proposals in which the



proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

#### CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Miami Shores Village is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation and the required form must be submitted with the proposal. The award is subject to all conflict of interest provisions of the laws of Miami Shores Village, Miami-Dade County and the State of Florida.

#### DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

#### ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

#### ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The proposer certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value. The required form must be submitted with the proposal.

#### EXCEPTIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form or appendix. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the minimum requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

#### EXPENSES INCURRED IN PREPARING PROPOSAL

Miami Shores Village accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.



#### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Miami Shores Village may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver may result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting proposals to Miami Shores Village for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Miami Shores Village may have available.

#### FAILURE TO ENFORCE

Failure by Miami Shores Village at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Miami Shores Village to enforce any provision at any time in accordance with its terms.

#### FAIR LABOR STANDARDS

By submission of a proposal, the proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

#### FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all proposals, including without limitation, any and all information and documentation submitted herewith, are exempt from public records requirements under FSS§119.07(1) until such time as the Village provides notice of an intended decision or until thirty (30) days after the proposal opening, whichever is earlier. In addition, the Proposer agrees to be full compliance with FSS§119.0701 including, but not limited to, agreement to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

#### IDENTICAL PROPOSALS

Identical proposals or proposals which otherwise appear suspicious will be reported to the Village Attorney for investigation and the Village shall have the right to declare such proposals non-responsive.

#### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall



indemnify, defend, and hold harmless Miami Shores Village and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those wholly caused by the negligent act or omission of Miami Shores Village.

In any and all claims against Miami Shores Village or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

#### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent, licensed contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Miami Shores Village; and Miami Shores Village shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Miami Shores Village shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Miami Shores Village shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Miami Shores Village for its employees.

#### INFORMALITIES AND IRREGULARITIES

Miami Shores Village has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for Miami Shores Village to properly evaluate the proposal, Miami Shores Village has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Miami Shores Village reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal that is most advantageous and in the best interest of Miami Shores Village.

#### LAW COMPLIANCE

Each party will comply with all applicable Federal, State, County and local laws, ordinances, codes, rules, regulations, guidelines and all orders and decrees of bodies or tribunals having jurisdiction or authority related to performance or which may, in any manner affect, the scope of services and/or project under this proposal. This includes, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The Village will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and



Nationality Act. Such violation shall be cause for unilateral cancellation of such agreement by the Village. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility for compliance.

#### LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

#### LOBBYING ACTIVITIES

All proposers should familiarize themselves with the requirement of the Miami Shores Village Code Chapter 2, Article VII (Code §§2-100 et seq.) regarding Lobbyist Registration, and should comply therewith. Failure to comply may result in a proposal being deemed non-responsive.

#### NONAPPROPRIATION

All funds for payment by Miami Shores Village under any awarded contract are subject to the availability of an annual appropriation for this purpose by Miami Shores Village. In the event of non-appropriation of funds by Miami Shores Village for the services provided under the contract, Miami Shores Village will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect, and Miami Shores Village shall not be obligated under this contract beyond the date of termination.

#### NONCONFORMING TERMS AND CONDITIONS

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. Miami Shores Village reserves the right to permit the proposer to withdraw non-conforming terms and conditions from its proposal response prior to a determination by Miami Shores Village of non-responsiveness based on the submission of nonconforming terms and conditions.

#### NONDISCRIMINATION

By submission of proposal, the proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information, as outlined in applicable local, State and Federal regulations.

#### ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this invitation or any awarded contract. All modifications to the contract or purchase order must be made in writing by Miami Shores Village.

#### OFFICIAL DOCUMENTS

Miami Shores Village is not responsible for expenses incurred prior to award. Miami Shores Village officially distributes solicitation documents through its website at [www.msvfl.gov](http://www.msvfl.gov). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Village Clerk in accordance with Florida Statutes that pertain to Public Records.



**Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Miami Shores Village is not responsible for solicitation documents obtained from sources other than the Miami Shores Village website or the Village Clerk. Only vendors who properly obtain solicitation documents directly from the Miami Shores Village website or the Village Clerk will receive addenda and other important information if issued. Any potential proposer should register and/or provide contact information to the individual named in the proposal information sheet. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE MIAMI SHORES VILLAGE WEBSITE OR THE MIAMI SHORES VILLAGE CLERK, IT IS HIGHLY RECOMMENDED THAT YOU DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.MSVFL.GOV](http://WWW.MSVFL.GOV) AT NO COST.**

#### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Miami Shores Village and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Miami Shores Village. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

#### PAYMENT PROCEDURES

Miami Shores Village has adopted best practices for its invoice payment procedures policy in order to help ensure that vendors providing goods and/or services to Miami Shores Village receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). For further information, please call (305) 795-2207.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office after Miami Shores Village processes the approval.
2. Check may be picked up in Miami Shores Village. The vendor must pick up the check after Miami Shores Village processes the approval. The successful proposer or contractor must call (305) 795-2207 for detailed instructions.

#### PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the proposal documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Miami Shores Village will pay the contractor within forty-five (45) days after the receipt of a correct invoice for the specified work.

Discounts for prompt payment requiring payment by Miami Shores Village within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Miami Shores Village of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.



### PROPOSAL ACCEPTANCE PERIOD

Any proposal submitted as a result of the solicitation shall be binding on the proposer for a minimum of one hundred twenty (120) calendar days following the proposal opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

### PROPOSAL CLARIFICATIONS

If any party contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation. The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this invitation to proposal to the individual named in the proposal information sheet. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREPROPOSAL QUESTION" and must include the solicitation number. The Village will respond to written inquiries received at least five (5) working days prior to the date scheduled for receiving the proposals. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Miami Shores Village shall only be responsible for written explanations or interpretations that are issued in accordance herewith. If addenda are issued, the Village will email, mail or fax written addenda to any potential proposer who has provided their contact information to the individual named in the proposal information sheet. Although the Village will make an attempt to notify each prospective proposer of the addendum, it is the sole responsibility of the proposer to remain informed as to any changes to the Invitation to Proposal. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the proposer waiving his/her right to dispute the proposal specification.

### PROPOSER CERTIFICATION

The proposer agrees that submission of a signed proposal form is certification that the proposer will accept an award made to it as a result of the submission.

### PROPOSER INVESTIGATIONS

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Miami Shores Village upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way, relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

### PROPOSAL ENVELOPES

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the proposal number, commodity, and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express Company or Express Mail envelopes containing a sealed proposal shall also be sealed and should be clearly marked with the invitation number, commodity, and date and hour of opening of proposals. Failure to clearly mark envelopes may delay delivery and render the response late.





### PROPOSAL FORM SUBMISSION

Portions of the proposal shall be submitted on the attached required forms in addition to the required qualifications of the firm, the operations plan, cost proposal, minority participation and the bonding letter of capability. All required documentation must be submitted in a sealed envelope. Required form information not submitted on the attached proposal forms shall be rejected. Proposals concerning separate proposal invitations must not be combined on the same form or placed in the same envelope. Proposals submitted in violation of this provision shall not be considered. All proposals must be signed, in ink, in order to be considered. Erasures are not acceptable on proposals; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the proposer is a firm or corporation, the proposer must show the title of the individual executing the proposal, and if the individual is not an officer of the firm or corporation, the proposer must submit proof that the individual has the authority to obligate the firm or corporation. PROPOSALS MAY NOT BE ALTERED OR AMENDED AFTER THE PROPOSAL CLOSING.

### PROPOSAL RECEIPT AND OPENING

Miami Shores Village will receive sealed proposals until date and time indicated on the proposal cover sheet. Proposals must be delivered, by hand or mail, to the attention of the Village Clerk, Miami Shores Village Hall located at 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, Florida 33138. Proposals must be time stamped by the Village Clerk before or on the hour and date indicated on the cover sheet (Request for Proposal) for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the proposer unopened. It is the responsibility of the proposer to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. FAXED or EMAILED PROPOSALS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the firms submitting a proposal, proposal, or reply will be publically read in an opening. Pursuant to Florida Statutes, sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt records until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the proposals, proposals, or replies, whichever is earlier.

### PROPOSAL WITHDRAWAL

Proposals may not be changed after the proposal closing time. To withdraw a proposal that includes a clerical error after proposal opening, the proposer must give notice in writing to Miami Shores Village of claim or right to withdraw a proposal. Within two (2) business days after the proposal opening, the proposer requesting withdrawal must provide to Miami Shores Village all original work papers, documents, and other materials used in the preparation of the proposal. A proposer may also withdraw a proposal prior to the time set for the opening of proposals by simply making a request in writing to Miami Shores Village; no explanation is required. No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a proposal are permitted after the time and date set for the proposal opening; only complete withdrawals are permitted. The decision to allow or disallow proposal withdrawal remains solely with Miami Shores Village.

### PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may



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

#### PUBLIC INFORMATION

Proposals or proposals presented to Miami Shores Village as a result of this solicitation, any and all information contained therein may, at the appropriate time, be considered public record and may be made available in accordance with Florida Law. (See Page 3.)

#### PURCHASE ORDER REQUIREMENT

Purchases of Miami Shores Village are authorized only if a signed purchase order is issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Miami Shores Village will not be liable for payment for any services provided under contract unless a valid purchase order has been issued to the contractor.

#### QUALIFICATIONS OF PROPOSERS

The proposer may be required before the award of any contract to show to the complete satisfaction of Miami Shores Village that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. If the scope of work requires, proposers must be licensed contractors in the State of Florida and/or South Florida at the time of proposal submission and be current with all insurance requirements per the licensing authority. The successful proposer will be required to apply for and obtain applicable building permits from the Miami Shores Village Building Department prior to project start date.

The proposer may also be required to give a past history and references in order to satisfy Miami Shores Village in regard to the proposer's qualifications. Miami Shores Village may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to Miami Shores Village all information for this purpose that may be requested. Miami Shores Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy Miami Shores Village that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
4. The quality of performance of previous contracts or services.

#### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the proposer



having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the proposer at no cost to Miami Shores Village. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being proposal must be submitted with the proposal. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Miami Shores Village.

#### RECOVERY OF MONEY

Whenever, under an awarded contract, any sum of money shall be recoverable from or payable by the contractor to Miami Shores Village, the same amount may be deducted from any sum due the contractor under such contract or under any other contract between the contractor and Miami Shores Village. The rights of Miami Shores Village are in addition and without prejudice to any other right Miami Shores Village may have to claim the amount of any loss or damage suffered by Miami Shores Village on account of the acts or omissions of the contractor.

#### RIGHT TO INSPECT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Miami Shores Village from the subject vendor. The contractor shall retain these records for a period of five (5) years after final payment. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination and/or transcription by Miami Shores Village, its designees, or other authorized bodies.

#### RISK OF LOSS

Miami Shores Village shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Miami Shores Village prior to acceptance by Miami Shores Village. Upon acceptance, the risk of loss or damage for goods shall pass to Miami Shores Village. The proposer/contractor shall not be responsible for damage to the goods occasioned by negligence of Miami Shores Village or its employees.

#### TAXES

All proposals shall be submitted exclusive of direct Federal, State, and local taxes; however, if the proposer believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item proposal price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Miami Shores Village does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of Village-owned real property. Please refer to Chapter 192, Florida Statutes.

#### UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Miami Shores Village to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Miami Shores Village, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Miami Shores Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.



## ACCESS STATEMENT

The Americans with Disabilities Act (ADA) obligates the State and Local government to provide effective communication for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters and/or accommodation to participate in a Village sponsored program or meeting regarding this solicitations, please contact the Village Clerk, Ysabely Rodriguez at 305-762-4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov). Please contact this person for this solicitation five (5) days in advance to initiate you request.

## **END OF GENERAL PROVISIONS**



## SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

### INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Miami Shores Village of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Miami Shores Village, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Miami Shores Village by certified mail to: Miami Shores Village, 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. The contractor shall also notify Miami Shores Village, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.



2. Companies issuing the insurance policy, or policies, shall have no recourse against Miami Shores Village for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "Village" or "Miami Shores Village" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of Village and individual members, employees thereof in their official capacities, and/or while acting on behalf of Miami Shores Village.
4. Miami Shores Village shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Miami Shores Village to any such future coverage, or to Miami Shores Village's self-insured retentions of whatever nature.

**MOTOR VEHICLE INDUSTRY LICENSING**

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of non-responsibility on the basis that the proposer is not qualified to legally contract with Miami Shores Village and may further cause such noncompliant offers to be rejected.

**END OF SPECIAL PROVISIONS**

