

REQUEST FOR QUALIFICATIONS

FOR DESIGN OF A MIAMI BEACH CONVENTION CENTER CAMPUS MASTER PLAN

RFQ # 31-07/08

RFQ OPENING: June 20, 2008, at 3:00 P.M.

Theo Carrasco, Ph.D., *Procurement Coordinator*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4624

PUBLIC NOTICE

Request for Qualifications (RFQ) No. 31-07/08

FOR DESIGN OF A MIAMI BEACH CONVENTION CENTER CAMPUS MASTER PLAN

This master plan is intended to consider possibilities to make the Miami Beach Convention Center facility competitive in today's convention and meeting business climate. This would involve looking at existing and potential site amenities, physical renovations to the interior and exterior, expansion of exhibit space (to include necessary multi-purpose/ballroom space), technology upgrades, parking, and other aspects.

The following details the proposed scope of services for the subject RFQ:

- Review current Miami Beach Convention Center facilities and develop future Master Plan for the campus
- Review of current facility with regard to functionality and suggested phased improvements
- Review of current facility with regard to finish and design
- Review of facility with green initiatives contemplated
- Review of capital improvement needs, both with existing and proposed structure
- General funding estimates for presented options

Sealed qualifications will be received until **3:00 p.m. on June 20, 2008**, at the following address:

**City of Miami Beach
City Hall
Procurement Division - Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

Any response received after 3:00 p.m. on June 20, 2008, will be returned to the consultant unopened. The responsibility for submitting qualifications before the stated time and date is solely the responsibility of the consultant.

The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A non-mandatory Pre-RFQ Qualifications Meeting is scheduled for June 4, 2008, at 10:00 a.m. at the following address:

**City of Miami Beach
City Hall - Fourth Floor
Mayor's Conference Room
1700 Convention Center Drive
Miami Beach, FL 33139**

Attendance (in person or via telephone) to this Pre-Qualifications submission meeting is encouraged and recommended as a source of information but is not mandatory.

Proposers who are interested in participating via telephone please e-mail theocarrasco@miamibeachfl.gov expressing your intent to participate via telephone at least one (1) business day in advance of the meeting and must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)

(2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

The City of Miami Beach has contracted with BidNet and is utilizing a central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(s), this South Florida Purchasing system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp.

If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

The City of Miami Beach is also using RFP Depot, a central notification system which provides bid notification services to interested vendors. RFP Depot allows for vendors to register online and receive notification of new bids, amendments, and awards. Vendors with Internet access should review the registration options at the following website: www.rfpdepot.com

If you do not have Internet access, please call the RFP Depot's vendor support group at 801-765-9245.

The City of Miami Beach reserves the right to accept any RFQ deemed to be in the best interest of the City of Miami Beach or waive any informality in any RFQ. The City of Miami Beach may also reject any and all RFQs.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR QUALIFICATIONS IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE:

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363.
- VENDORS ORDINANCE NO. 2003-3389.

Sincerely,

A handwritten signature in black ink, appearing to be 'Gus Lopez', written in a cursive style.

Gus Lopez, CPPO
Procurement Director



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
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SECTION I – OVERVIEW

A. INTRODUCTION / BACKGROUND

Originally built in 1957, the Miami Beach Convention Center (MBCC) encompassed 108,000 square feet. In 1968 an additional 130,500 square feet of exhibit space was added with additional support facilities subsequently constructed in 1974. In 1986, as the demand for exhibition space increased, the facility underwent a \$92 million renovation and doubled in size to its current footprint. The expanded Convention Center opened in 1989. At that time, a master plan was also developed for the convention center complex area, which included potential future expansion. Since that time, the facility has also received over \$50 million in continuing upgrades, including complete renovations of all restrooms, full carpet replacement, and installation of a state-of-the-art telecommunications and networking infrastructure.

In October 2001, the Greater Miami Convention & Visitors Bureau, with input from the City of Miami Beach, accepted a report from Convention Sports & Leisure (CSL) analyzing the status of convention and meeting facilities in Miami-Dade County, to include the MBCC. The analysis evaluated the competitive standing of the convention facilities in the County. CSL is a firm that specializes in market research associated with convention centers, arenas, theaters and other meeting and performance facilities, as well as trade show and convention business trends and analysis. CSL recommended that given the Miami Beach Convention Center's geographic draw, no new facility should be planned elsewhere in Miami-Dade County, but instead improvements to the Miami Beach Convention Center, included a multi-purpose general assembly/banquet hall, should be made to increase the marketability of the Convention Center and the region.

Subsequent to that report, the City contracted with Thompson, Ventulett, Stainback & Associates, Inc. (TVS), who was responsible for the 1989 expansion of the Center, to update the 1989 master plan and develop a number of preliminary designs, focused principally on the development of a multi-purpose / ballroom space in the MBCC. At the April 11, 2007 Commission Meeting, the Commission approved a resolution that supported the proposed expansion of the Convention Center (to include a ballroom, retrofit of space to accommodate new meeting rooms, and renovations to the northwest ballroom to create a "junior ballroom"), subject to the County funding all costs associated with the project, and the County managing the renovations/construction process. The initial expansion necessary to accommodate the ballroom at the size that was being requested by the industry would require a build-out of the Convention Center beyond the current building footprint. This, in turn, has a sizeable impact on the costs.

Subsequent to the April 2007 Commission meeting, there were several attempts to meet with the County to discuss the funding availability and the scope of the project. Unfortunately, scheduling conflicts prevented meeting with the County until April 2008. This meeting resulted in a new plan of action moving forward relating to the future of the Convention Center. Specifically, it was requested that the City and County, in conjunction with interested stakeholders, reconvene to develop a long-term vision and master plan for this regional convention facility. This master plan is intended to look "outside of the box" at

possibilities to make the facility competitive in today's convention and meeting business climate. This would involve looking at existing and potential site amenities, physical renovations to the interior and exterior, expansion of exhibit space (to include necessary multi-purpose/ballroom space), technology upgrades, parking, etc.

Concurrently, the Greater Miami Convention and Visitors Bureau (GMCVB) contracted Convention, Sports and Leisure, Inc. to conduct a new study focused on, among other things, identifying current industry trends, competitive/comparable facility analysis, existing and projected utilization at the convention center, and a market demand analysis. CSL would work jointly with the selected firm, and with the stakeholders, in developing a proposed master plan that would incorporate research-driven improvements focused on making the convention center competitive and marketable. The GMCVB has agreed to fund this follow up study by CSL reexamining market conditions and demand, which would then be used to feed information to the selected firm for the development of an updated building master plan based on its findings.

B. RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ Issued	May 22, 2008
Pre-RFQ submission meeting	June 4, 2008
Deadline for receipt of questions	June 13, 2008, at 5 p.m.
Deadline for receipt of RFQs	June 20, 2008, at 3 p.m.
Evaluation Committee meeting	June 2008
Commission approval authorizing negotiations	July 16, 2008
Contract negotiations	July 2008
Projected contract start date	August 2008

C. QUALIFICATIONS SUBMISSION

An original and ten (10) copies of the Consultants' qualifications will be received until 3:00 p.m. on June 20, 2008, at the following address:

**City of Miami Beach
City Hall
Procurement Division – Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Consultant's name, address, telephone number, RFQ number and title, and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFQ to the Procurement Division on or before the stated time and date will be solely and strictly that of the consultant. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other

entity or by any occurrence. Responses received after the RFQ due date and time will not be accepted and will not be considered.

D. PRE-RFQ SUBMISSION CONFERENCE

A Pre-RFQ submission meeting is scheduled for **June 4, 2008 at 10:00 a.m.** at the following address:

**City of Miami Beach
City Hall – Fourth Floor
Mayor’s Conference Room
1700 Convention Center Drive
Miami Beach, FL 33139**

Attendance (in person) is encouraged and recommended as a source of information but is not mandatory.

E. CONTACT PERSON

The contact person for this RFQ is Theo Carrasco, Procurement Coordinator. Theo Carrasco may be reached by phone: 305-673-7000 ext. 6230; fax: 786-394-4624; or e-mail: theocarrasco@miamibeachfl.gov.

The City’s Procurement Director is authorized by the City’s Cone of Silence Ordinance to have oral communications with prospective Consultants relative to matters of process or procedures only. Requests for additional information or clarifications must be made in writing to the Procurement Director. Facsimile or e-mail requests are acceptable.

The Procurement Director will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this RFQ.

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

Consultants are advised that oral communications between the Consultants or their representatives and the Mayor or City Commissioners and their respective staff, or members of the City’s administrative staff to include the City Manager and his staff, or evaluation committee members is prohibited.

SECTION II – QUALIFICATION STATEMENT FORMAT

RFQs must contain the following documents, each fully completed, and signed as required. If any items are omitted, Consultants must submit the documentation within five (5) calendar days upon request from the City, or the RFQ shall be deemed non-responsive. The City will not accept cost information after deadline for receipt of RFQ.

1. Table of Contents

Outline in sequential order the major areas of the RFQ, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. RFQ Points to Address:

Proposer must respond to all minimum requirements listed below. RFQs which do not contain such documentation may be deemed non-responsive.

a) Introduction letter:

Outlining the Consultants professional specialization, provide past experience to support the qualifications of the submitter.

b) Cost Information:

Price is not required at this time, but will be part of the negotiation process with those firms that are selected.

c) Client Performance Evaluation Surveys:

Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 35 and 36, and request that your client submit the completed survey to Theo Carrasco, Procurement Coordinator at (Fax) 786-394-4624; or e-mail theocarrasco@miamibeachfl.gov. **Please understand that we will not accept Client Surveys being sent to our office from the office of the proposer, Surveys must be sent to Procurement from your client's office(s).** Should all surveys received in the Procurement Office be sent directly by proposer, the City will disqualify said RFQ. The Consultants are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data

SECTION III – SCOPE OF SERVICES:

The following details the proposed scope of services for the subject RFQ:

- Review current Miami Beach Convention Center facilities and develop future Master Plan for the campus to include:
 - Current MBCC site, bounded by Convention Center Drive on the west, Washington Ave. on the east, Dade Canal on the north, and 18th Street on the south.
 - Current City of Miami Beach 5C metered parking lot, bounded by 18th St. on the north, 17th St. on the south, Convention Center Dr. on the west, and Fillmore Miami Beach at the Jackie Gleason Theater loading dock lot to the east
 - Current City Preferred Parking Lot (P-Lot), bounded by 18th St. on the south, 19th St. on the north, Convention Center Dr. on the east, and Meridian Ave. on the west
 - Opportunities for reuse of current Convention Center Dr., in part or in full, between 18th St. and Dade Boulevard, and associated effects of such reuse
 - Review should include infrastructure needs, including parking, marshaling, general traffic, proximate hotel options within defined campus area
- Review of current facility with regard to functionality with suggested phased improvements. Parameters should include:
 - Function spaces
 - Meeting rooms
 - Exhibit Halls
 - Concourses
 - Registration
 - Box Offices
 - Storage
 - Technology
 - Plenary Session options
 - Banquet space options
 - Ballroom/Multi-purpose space
 - Kitchen facilities
 - Offices
 - Other current trends
- Review of current facility with regard to finish and design, to include:
 - Floor coverings
 - Wall coverings
 - Ceiling treatments
 - Lighting
 - Rigging
 - Other current trends
- Review of facility with green initiatives contemplated
- Review of capital improvement needs, both with existing and proposed structure
- General funding estimates for presented options

As stated previously, concurrent with this review, the Greater Miami Convention & Visitors Bureau has engaged Convention, Sports and Leisure to review and update the original facilities feasibility study completed in 2001. The scope of that study is attached. It is intended that these two studies be complementary with each other.

Copies of the original master plan, all subsequent expansion plans, the current convention center capital plan, as well as other pertinent material will be available at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=30252>.

SECTION IV – MINIMUM REQUIREMENTS / QUALIFICATIONS:

ALL FIRMS THAT SUBMIT A RFQ FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW. IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE CONSULTANT'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. QUALIFICATIONS WILL BE CONSIDERED ONLY FROM CONSULTANTS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING THE PROFESSIONAL SPECIALIZATION SERVICES AS DESCRIBED IN THIS RFQ.

1. Project Team's Experience:

- List all projects undertaken in the past five (5) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project. An SF254 can suffice this request.
- Provide the name(s) of the person, within your organization who was most actively concerned with managing each project;
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, in the past five (5) years.

2. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager.

3. Previous Similar Projects:

Please provide a list of a minimum of five projects which demonstrates the Team's experience in providing the services as required under this RFQ.

- Client name, address, phone number, email.
- Consultant/Client (Architect, Engineer, Other) name, address, phone number, **fax and/or e-Mail address.**
- Description of the scope of the work.
- Month and Year the project was started and completed.
- Total cost and/or fees paid to your firm.
- Role of the firm and the responsibilities.

4. Qualifications of Project Team:

Provide a list of the personnel to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member to be assigned to this project.

SECTION V – EVALUATION SELECTION PROCESS

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.
3. Opening of responses and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, consultants may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the City.

The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

- a) **5 Points** – The experience, qualifications and (portfolio) of the Principal Firm;
 - b) **5 Points** – The experience, qualifications and (portfolio) of the Project Manager;
 - c) **10 Points** – The experience and qualifications of the professional personnel assigned to the Project Team;
 - d) **15 Points** – Willingness to meet time and budget requirements as demonstrated by past performance;
 - e) **5 Points** – Certified disadvantaged business enterprise (DBE) participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County;
 - f) **5 Points** – Location;
 - g) **5 Points** – Recent, current, and projected workloads of the firms;
 - h) **15 Points** – The volume of work previously awarded to each firm by the City;
 - i) **15 Points** – Project Implementation Strategy to comply/meet with the expedited timeframe described in this RFQ and demonstrated successful similar projects;
 - j) **20 Points** – Demonstrated success in providing Transportation planning services.
6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the Mayor and Commission the RFQ or RFQs acceptance of which the City Manager deems to be in the best interest of the City.
 7. The City Commission shall consider the City Manager's recommendation(s) as it deems appropriate, and approve the City Manager's recommendation(s); may make

its own recommendation (s); may reject all RFQs; or may prescribe such other action, as it deems necessary and in the best interest of the City.

8. Following recommendation of award by the City Commission, negotiations between the selected Proposers and the City Administration take place to arrive at a contract. If the Mayor and Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period.
9. A proposed contract or contracts are presented to the Mayor and Commission for approval, modification and approval, or rejection.
10. If and when a contract or contracts acceptable to the respective parties is approved by the Mayor and Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

By submitting a RFQ, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties

BEST VALUE PROCUREMENT PROCESS:

All responsive RFQ submittals will be evaluated and scored by the Evaluation Committee (the "Committee") pursuant to the Evaluation Criteria identified in the RFQ documents, and per Florida Statute 287.055, the Consultants Competitive Negotiation Act (CCNA).

Once all responsive RFQ submittals are evaluated and scored, the Committee will determine how many of the ranked Firms will make the short-list. All scores received by the short-listed Firms will carry over to the second round of evaluations by the Committee, **except the following:**

1. The experience and qualifications of the Principal Firm
2. The experience and qualifications of the Project Manager assigned for this Project
3. The experience and qualifications of the professional personnel assigned to the Project Team
4. Project Implementation Strategy

After the Committee determines the short-listed firms, they will determine the key personnel from these firms to interview. Typically, the Committee will request an interview with the Project Manager, however, the Committee may decide to interview additional key personnel assigned to this project. Regardless, interviews will be conducted with the same key personnel proposed from each firm.

The Procurement Division will then notify and schedule the short-listed firms for a short presentation before the Committee, to be followed by interview(s) with the key personnel as determined by the Committee, from each firm.

At the conclusion of the interviews, the Committee will then evaluate and score all the short-listed firms. When **the Committee** evaluates and scores these firms, they **may only revise their initial scores given for the experience and qualifications of the Principal Firm, Project Manager, and the professional personnel assigned to the Project Team**, based on the firm's presentation, and the interview(s) conducted with the firm's key personnel assigned to this Project.

SECTION VI – LEGAL TERMS AND CONDITIONS /INSURANCE

A. MODIFICATION/WITHDRAWALS OF SUBMITTALS

A consultant may submit a modified response to replace all or any portion of a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFQ due date or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the RFQ due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

B. RFQ POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ.

C. COST INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility of the consultant(s) and not be reimbursed by the City.

D. EXCEPTIONS TO RFQ

Consultants must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the consultant to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

E. SUNSHINE LAW

Consultants are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the Florida Government in the Sunshine Law.

F. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussion, or may require consultants to give oral presentations based on their responses. The City reserves the right to enter into negotiations with the selected consultant, and if the City and the selected consultant cannot negotiate a mutually

acceptable contract, the City may terminate the negotiations and begin negotiations with the next selected consultant. This process may continue until a contract has been executed or all responses have been rejected. No consultant shall have any rights in the subject project or property or against the City arising from such negotiations.

G. PROTEST PROCEDURES

Consultants that are not selected may protest any recommendation for selection of award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for protesting the City Manager's recommendation. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

H. RULES; REGULATIONS; LICENSING REQUIREMENTS

Consultants are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the consultant will in no way relieve it from responsibility for compliance.

I. DEFAULT

Failure or refusal of a consultant to execute a contract upon award by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the consultant from the City's vendor list.

J. CONFLICT OF INTEREST

All consultants must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City of Miami Beach. Further, all consultants must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the consultant or any of its affiliates.

K. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their RFQs, in the event of such non-compliance.

L. CONSULTANT'S RESPONSIBILITY

Before submitting responses, each consultant shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful consultant from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the consultant.

M. RELATION OF CITY

It is the intent of the parties hereto that the successful consultant be legally considered to be an independent consultant and that neither the consultant nor the consultant's employees and agents shall, under any circumstances, be considered employees or agents of the City.

N. PUBLIC ENTITY CRIME (PEC)

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 (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

O. ASSIGNMENT

The successful consultant shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful consultant.

P. INDEMNIFICATION

The successful consultant shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance

of service pursuant to the resultant Contract; the successful consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

R. TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful consultant, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful consultant of such termination which shall become effective upon receipt by the successful consultant of the written termination notice.

In that event, the City shall compensate the successful consultant in accordance with the Agreement for all services performed by the consultant prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the consultant, and the City may reasonably withhold payments to the successful consultant for the purposes of set off until such time as the exact amount of damages due the City from the successful consultant is determined.

S. TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful consultant of such termination, which shall become effective thirty (30) days following receipt by consultant of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful consultant in accordance with the Agreement for all services actually performed by the successful consultant and reasonable direct costs of successful consultant for assembling and delivering to City all documents. No compensation shall be due to the successful consultant for any profits that the successful consultant expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful consultant upon a termination as provided for in this section.

T. INSURANCE

Successful Consultant shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest

edition of AM Best's Insurance Guide. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the City's Risk Management Department.

FAILURE TO PROCURE INSURANCE:

Successful consultant's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

U. CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

V. DEBARMENT ORDINANCE

Proposers are hereby advised that this RFQ is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any City of Miami Beach RFP, RFQ, RFLI, or bid.

W. PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS

The General Municipal Election for 2007 is under way and some candidates have already filed their intent to run for the office of Mayor or Commissioner for the City of Miami Beach. It is of utmost importance that you familiarize yourself and adhere to the requirements set forth in the City's Vendor Prohibited Campaign Contributions Ordinance No. 2003-3389 (the "Ordinance"). **FAILURE TO ADHERE COULD RESULT IN YOUR DISQUALIFICATION FROM TRANSACTING BUSINESS WITH THE CITY FOR A PERIOD OF TIME.**

The Ordinance was adopted to ensure that no person who is a vendor of the City of Miami Beach, gives a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. The definitions of "vendor" and "controlling financial interest" are as follows:

“Vendor” means a person and/or entity that has been selected by the City as the successful bidder on a present or pending bid for goods, equipment, or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.

“Controlling Financial Interest” means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. “Firm” means a corporation, partnership, business trust or any legal entity other than a natural person.

X. CODE OF BUSINESS ETHICS

Pursuant to Resolution No.2000 23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with your bid/response or within five days upon receipt of request.

The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

Y. AMERICAN WITH DISABILITIES ACT

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Robert Halfhill, Public Works Department, at 305-673-7631.

Z. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this RFQ.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him/her in the discharge of his/her official duties.

SECTION VII – QUALIFICATION DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY WITH RFQ SUBMISSION

PROPOSER INFORMATION

Submitted by: _____

Proposer (Entity): _____

Signature: _____

Name (Printed): _____

Address: _____

City/State: _____

Telephone: _____

Fax: _____

E-mail: _____

It is understood and agreed by Proposer that the City reserves the right to reject any and all RFQs, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFQ or in the RFQs received as a result of the RFQ. It is also understood and agreed by the Proposer that by submitting a RFQ, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

(Authorized Signature)

(Date)

(Printed Name)

**REQUEST FOR QUALIFICATIONS NO. 31-07/08
ACKNOWLEDGMENT OF ADDENDA**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFQ: 31-07/08.

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFQ.

Verified with Procurement staff

Name of staff

Date

(Consultant -Name)

Date

(Signature)

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2008.

The undersigned, as consultant, declares that the only persons interested in this RFQ are named herein; that no other person has any interest in this responses or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The consultant agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the consultant and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.

The consultant states that the response is based upon the documents identified by the following number: RFQ No.31-07/08.

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

**SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____ .)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime; or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2007

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Consultant's Name:

Principal Office Address:

Official Representative:

**Individual
Partnership (Circle One)
Corporation**

**If a Corporation, answer this:
When Incorporated:**

In what State:

**If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:**

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Members of Board of Directors

Questionnaire (continued)

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____

*** Designate general partners in a Limited Partnership**

1. Number of years of relevant experience in operating A/E business:
_____.

2. Have any agreements held by Consultant for a project ever been canceled?
Yes () No ()

If yes, give details on a separate sheet.

3. Has the Consultant or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

Questionnaire (continued)

4. Has the Consultant or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

Questionnaire (continued)

5. Person or persons interested in this bid and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Consultant and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this RFQ: (If none, state same.)

Questionnaire (continued)

The Consultant understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed Agreement and such information is warranted by the Consultant to be true. The undersigned Consultant agrees to furnish such additional information, prior to acceptance of any RFQ relating to the qualifications of the Consultant, as may be required by the City Manager. The Consultant further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire the Consultant agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By: _____

General Partner

Print Name

WITNESS:

IF CORPORATION:

Signature

Print Name of Corporation

Print Name

Address

By: _____

President

(CORPORATE SEAL)

Attest: _____

**SECTION VIII – “BEST VALUE” PROCUREMENT DOCUMENTS TO BE COMPLETED
BY RESPONDENTS AND PREVIOUS CLIENTS**



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4624

May 19, 2008

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on Firms and Consultants that provide professional services that compete for City contracts. The information will be used to assist the City of Miami Beach in the selection of a consulting firm to develop, update and provide the necessary data for this project.

The company listed in the subject line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Theo Carrasco by **June 20, 2008** by fax: 786-394-4624; or e-mail theocarrasco@miamibeachfl.gov.

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305.673.7490 Fax: 786-394-4624

PERFORMANCE EVALUATION SURVEY RFQ 31-07/08

Company Name: _____

Point of Contact: _____

Phone and email: _____

Please evaluate the performance of the Consultant Firm and/or Project manager (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). **Please indicate by N/A if you don't know.**

NO	CRITERIA	UNIT	
1	Ability to perform scope of work	(1-10)	
2	Ability to communicate effectively and efficiently	(1-10)	
3	Ability to provide services within the required timeframe.	(1-10)	
4	Quality and accuracy of work	(1-10)	
5	Professionalism	(1-10)	
6	Overall customer satisfaction based on performance and quality of services (comfort level in hiring again)	(1-10)	
7	Demonstrated success in providing transportation planning Services	(1-10)	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please return this questionnaire to Theo Carrasco by June 20, 2008 via fax: 786.394.4624 or e-mail theocarrasco@miamibeachfl.gov