REQUEST FOR QUALIFICATIONS

CONTRACT COMPLIANCE AND MONITORING SERVICES

RFQ NUMBER
15-01

ISSUE DATE
FEBRUARY 25, 2015

NON MANDATORY PRE-SUBMITTAL MEETING
MARCH 9, 2015 AT 10:00 A.M.

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
MARCH 18, 2015 AT 5:00 P.M.

RESPONSE SUBMISSION DATE
MARCH 30, 2015 AT 11:00 A.M.

DESIGNATED CONTACT
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PUBLIC NOTICE

SOUTHEAST OVERTOWN / PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR QUALIFICATIONS

CONTRACT COMPLIANCE AND MONITORING SERVICES

RFQ NO: 15-01

The Southeast Overtown/Park West Community Redevelopment Agency (the "CRA") is seeking the services of a SBE-Construction Services certified firm for contract compliance professional services, including job creation monitoring and reporting pursuant to an Economic Incentive Agreement entered into between the Miami Worldcenter Developers and the CRA. The Proposer must be able to perform every element of the scope of services as outlined in this RFQ package.

Completed Responses must be delivered to the City of Miami City Clerk’s Office, 3500 Pan American Drive, Miami, Florida 33133 no later than 11:00 am, on March 30, 2015 (“Response Submission Date”). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after February 25, 2015, from the CRA offices, 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the CRA webpage:

http://www.miamicra.com/seopwcraproducts/procurement.html

A non-mandatory pre-submittal meeting will be held at the CRA offices on March 9, 2015 at 10:00 a.m. It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the CRA webpage for updates and the issuance of addenda.

The CRA reserves the right to accept any Responses deemed to be in the best interest of the CRA, to waive any minor irregularities, omissions, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses as deemed necessary by the CRA without notice.

For more information please contact the SEOPW CRA office at (305) 679-6800.
SECTION 1
1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. Invitation

Thank you for your interest in this Request for Qualifications (“RFQ”). The Southeast Overtown/Park West Community Redevelopment Agency (the “CRA”) invites responses (“Responses”) which offer to provide the services described in Section 2.0: “Scope of Services.”

1.2 Agreement Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)” shall be required to execute a Professional Services Agreement (“Agreement”) with the CRA.

1.3 Submission of Responses

Sealed written Responses must be received no later than the date, time, and at the location indicated in the Public Notice and on the cover of this RFQ in order to be responsive. Faxed documents are not acceptable. **One (1) original and four (4) copies, plus one digital copy (in .pdf format) on USB drive or CD** of your Response and sets of Response forms must be submitted or your Response may be disqualified.

1.4 Additional Information or Clarification

Requests for additional information or clarifications must be made in writing to the CRA at the location listed on the cover page of this RFQ. Proposers may also fax or e-mail their requests for additional information or clarifications. Facsimiles must have a cover sheet that includes the Proposer’s name, the RFQ number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM on March 18, 2015**.

The CRA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer’s responsibility to assure submission and receipt of all addenda. Prior to submitting the Response, the Proposer should check the CRA webpage, where all addenda will be posted.

1.5 Award of an Agreement

An Agreement may be awarded to the Successful Proposer for the project by the CRA Board of Commissioners, based upon the qualification requirements reflected herein. The CRA reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the CRA’s best interests.
1.6 Submittal Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

1.7 Changes/Alterations

The Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing. Oral/Verbal changes, modifications or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response to another individual or entity.

1.8 Sub-consultant(s)

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

Proposers shall include in their Responses the requested Sub-consultant's information and include all relevant information required of the Proposer.

Proposers are expressly prohibited from substituting Sub-consultant contained in the Response. Such substitution, for any reason, after receipt of the Response, and prior to award by the CRA, shall result in disqualification of the Response from further consideration for award.

1.9 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the CRA in the manner prescribed in the RFQ Section 1.4. Should it be necessary, the CRA will issue an addendum clarifying such conflicts or ambiguities.
1.10 Disqualification

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

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the CRA (including any agency or department of the City of Miami) or where the CRA has an open claim against a Proposer for monies owed the CRA at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

Any Proposer who submits in its Response any information that is determined by the CRA, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

1.11 Proposer’s Expenditures

The Proposer understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the CRA in connection with the Responses to this RFQ are exclusively at the expense of the Proposer. The CRA shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response and/or anticipation of a contract award and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.
SECTION 2
2.0: RFQ SCOPE OF SERVICES

2.1. Purpose
The CRA seeks to procure a SBE-Construction Services certified firm for contract compliance professional services, including job creation monitoring and reporting pursuant to an Economic Incentive Agreement entered into between the Miami Worldcenter Developers and the CRA.

2.2. Project Background
The Miami Worldcenter Development is a privately owned project that is slated to be built in the blighted area of the Park West area of the CRA. The mixed use project will feature approximately 765,000 square feet of retail space, 300 hotel rooms, 2,000 apartments and condominiums, and a mall with 50,000 square feet of retail space. Miami Worldcenter anticipates that the project will be constructed in multiple phases with an anticipated development value of One Billion Thirty-Three Million Dollars ($1,033,000,000.00).

The CRA is hereby soliciting statements of qualifications and experience from a qualified SBE-Construction Services certified firm for contract compliance certifications and monitoring at the Miami Worldcenter Development.

2.3. Scope of Services
Subject to CRA approval, these services may include, but are not limited to, the following:

- Development of programs, administration compliance, and computerized document controls for reporting and contract administration.
- Evaluate and make findings on the Developers’ performances on Job Creation during all construction phases of the project.
- Evaluate and make findings on the Developers’ performances on Construction Subcontractors’ Participation during all construction phases of the project.
- Prepare and submit timely project development administrative reports on hiring priorities with respect to each improvement of the project based on the place of residences of each hired in keeping with the hiring priorities as outlined in the Economic Incentive Agreement, including, the First Source Hiring Agreement.
- Provide overall construction oversight to ensure complete compliance with the Economic Incentive Agreement.
- Update the public on all evaluations and findings at monthly CRA board meetings.
- Prepare and submit monthly reports on wages paid to each hired laborer in keeping with the wage obligations outlined in the Economic Incentive Agreement.
SECTION 3

3.0: RFQ GENERAL CONDITIONS

3.1. Acceptance/Rejection

The CRA reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the CRA, is/are in its best interest(s). The CRA also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the CRA, and who is not in a position to perform the requirements defined in this RFQ. Further, the CRA may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFQ and may, at its discretion, withdraw and/or re-advertise the RFQ.

3.2. Legal Requirements

This RFQ is subject to all applicable federal, state, and local laws, codes, ordinances, rules, and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, the CRA, shall have the unqualified right to terminate the Agreement upon written notice to the Proposer, without any penalty or expense to the CRA. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

3.4 Minimum Qualification Requirements

The Proposer must possess a minimum of five (5) years experience in providing contract compliance and monitoring services and must be an SBE-Construction Services certified firm.

The CRA will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer’s firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the CRA to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A minimum of five (5) references from Owners of past project(s) are to be included in the Response. Failure to submit the required number of references may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFQ must provide information listed in Section 4.0 “Instructions for Submitting a Response: Submission Requirements”. Responses
that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process.

3.5 Review for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures/attachments as required on each document.

3.6 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with the CRA. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The CRA will investigate all situations where collusion may have occurred and the CRA reserves the right to reject any and all Responses where collusion may have occurred.

3.7 Clarifications

The CRA reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.8 Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement, Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

3.9 Insurance Requirements

Prior to the execution of an Agreement, the Successful Proposer shall be required to furnish the CRA with Certificates of Insurance reflecting the following insurance coverage:

A. Workers’ Compensation insurance to apply for all employees in compliance with the Statutory "Workers’ Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
   - Waiver of subrogation
   - Statutory State of Florida
   - Limits of Liability

B. Commercial General Liability (“CGL”) with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. General Aggregate Limit of
Two Million Dollars ($2,000,000.00). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for contracts with an Aggregate Limit of One Million Dollars ($1,000,000.00) per project.

- Personal and Advertising Injury with an aggregate limit of One Million Dollars ($1,000,000.00).

- CGL Required Endorsements
  - Employees included as insured
  - Contingent Liability
  - Contractual Liability
  - Premises and/or Operations

CRA and the City of Miami are to be expressly included as Additional Insureds with respect to liability arising out of operations performed for CRA by or on behalf of the Successful Proposer or acts or omissions of the Successful Proposer in connection with general supervision of such operation.

C. Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers’ Non-Ownership.
- Employees included as insured

CRA and the City of Miami are to be expressly included as Additional Insureds with respect to Business Automobile Liability coverage.

D. Professional Liabilities/Errors and Omissions Coverage with the minimum limits of One Million Dollars ($1,000,000.00) combined single limit for each claim; and general aggregate limit of One Million Dollars ($1,000,000.00), retro date included.

CRA and the City of Miami are to be expressly included as Additional Insureds with respect to Professional Liabilities/Errors and Omissions coverage.
3.10 Indemnification

The Successful Proposer shall be required to indemnify and hold harmless CRA and the City of Miami, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Successful Proposer and persons employed or utilized by the Successful Proposer in the performance of the Agreement. These indemnifications shall survive the term of this Contract. The Successful Proposer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Successful Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA or the City of Miami, its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided shall obligate the Successful Proposer to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CRA's option, any and all claims of liability and all suits and actions of every name and description which may be brought against CRA whether performed by the Successful Proposer, or persons employed or utilized by the Successful Proposer. This indemnity shall survive the cancellation or expiration of the Agreement. The Successful Proposer shall require all agreements with Sub-consultant(s) to include a provision that requires the Sub-consultant(s) to indemnify the CRA and the City of Miami.

In responding to this RFQ, the Successful Proposer agrees and recognizes that the CRA or the City of Miami shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Proposer in which the CRA or the City of Miami participated either through review or concurrence of the Successful Proposer's actions. In reviewing, approving or rejecting any submissions by the Successful Proposer or other acts of the Successful Proposer, the CRA or the City of Miami in no way assumes or shares any responsibility or liability of the Successful Proposer or Sub-consultant(s), under the Agreement.
SECTION 4
4.0: INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer’s Response to this RFQ. Failure to do so may deem your Responses non-responsive. Non-responsive submittals will receive no further consideration.

4.1 Submission Requirements

Each Response must contain the following documents required by Sections 4.1 (A) & (B), each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.1 (B). Each section of the Response as stipulated in 4.1 (B) shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested.

Hard cover binders shall not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its Response. Double sided printing is permitted provided that the Response complies with the format set forth in 4.1 (B).

Do not include additional information not requested in this RFQ unless specified in the form of an Addendum.

A. Response Format

1. Proposal Letter (Maximum 1 page)

2. Narrative (Maximum 2 page)

   Narrative is to explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project. The Narrative should highlight the firm’s unique qualities and capabilities applicable to the project.

3. Qualifications of the Firm

   The Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

   a. The Proposer must be an SBE-Construction Services certified firm.

   b. Copies of any federal, State of Florida, county or local small and/or minority business certifications. (Submit company certification, not personal certifications)
c. Copy of business licenses, if applicable.

d. Copy of Certificate of Status or proof that the Proposer is authorized to perform work in the State of Florida.

4. Qualifications of Project Manager

The individual must have a minimum of five (5) years experience and have served as a Project Manager of contact compliance and monitoring projects on a minimum of three (3) previous occasions.

Provide a one-page resume reflecting the Project Manager’s education, experience, and qualifications as they relate to this Project.

5. Compliance and Monitoring Experience of the Firm (Maximum 4 pages)

The Proposer shall demonstrate the ability to provide contract compliance and monitoring services for large scale construction projects.

The Proposer shall further demonstrate the ability to provide strategic procurement solutions, contract administration, community workforce programming, compliance auditing, and diversity programming.

6. Past Project Experience

The Proposer shall only include contract compliance and monitoring projects that have been completed.

7. Proposer’s References

The Proposer shall provide reference letters from past clients and a list of references from past clients. (3 reference letters required and a list of 5 references required)
8. **Acknowledgment of Addenda and Proposer Information Forms**

**B. Response Submission Format**

Responses are to be prepared and submitted in the following format. Failure to comply with this format may result in the Response being determined non-responsive.

The following documents shall be included in the order listed.

**Section A**

1. Proposal Letter
2. Narrative
3. Qualifications of Firm
4. Qualifications of Project Manager
   a. Resume of Project Manager
5. Compliance and Monitoring Experience of the Firm
6. Past Project Experience

**Section B**

1. Proposer’s References
2. Acknowledgment of Addenda and Proposer Information Forms
4.2. Response Submission

One (1) original and four (4) bound copies, plus one digital copy (in .pdf format) on USB drive or CD, of your complete response to this RFQ must be delivered to:

Todd Hannon, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133

Responses must be clearly marked on the outside of the package referencing:

RFQ No. 15-01

CONTRACT COMPLIANCE AND MONITORING SERVICES

Responses received at any other location than the aforementioned or after the Response Submission Date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Responses. Responses are to remain valid for at least 180 days. Upon award of an Agreement, the contents of the Responses of the Successful Proposer(s) may be included as part of the Agreement, at the CRA’s discretion.

SUBMITTAL GUIDELINES

1. General

Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ. Sub-consultants, business entity, or Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Sub-Consultant on another Response submitted under this RFQ.

Joint venture firms must complete and submit with their Response the form titled “Information for Determining Joint Venture Eligibility”, (Form A) and submit a copy of the formal agreement between all joint-venture parties. This joint venture agreement must indicate their respective roles, responsibilities and levels of participation for the Project. Failure to timely submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of your Response.
Joint Venture Submissions will be evaluated based on the combined team. Each member of a Joint Venture shall provide the information listed above and be an SBE-Construction Services certified firm.

Proposer must clearly reflect in its Response any Sub-Consultants proposed to be used, and provide for the Sub-Consultant the same information required of the Proposer. The CRA retains the right to accept or reject any proposed Sub-Consultants.

Throughout this RFQ, the phrases “must” and “shall” will denote mandatory requirements. Any Response that does not meet the mandatory requirements will be subject to immediate disqualification.
SECTION 5

5.0: EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by CRA staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all documents required.
5. Review by professional staff and/or Selection Committee certifying that the Proposer is qualified to render the required services.
6. The staff or Selection Committee, appointed by the CRA Executive Director, shall meet to evaluate each responsive Response in accordance with the requirements of this RFQ. The staff or Selection Committee will select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three Responses are received. At the option of staff or the Selection Committee, they may decide to hold brief presentations and interview sessions with all Proposers or Shortlisted firms.
7. The staff or Selection Committee will forward its recommendation to the CRA Executive Director, listing the Proposers in rank order.
8. After considering the recommendation of staff or the Selection Committee, the CRA Executive Director may approve the recommendation and authorize the CRA to enter into negotiations with the top ranked firm, request that staff or the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation.
9. Upon successful negotiation of an Agreement, the CRA Executive Director will recommend the CRA Board of Commissioners award the project to the top ranked firm. Where the CRA is not able to successfully negotiate an Agreement with the top ranked Proposer(s), the CRA Executive Director will recommend that such negotiations be terminated and that the CRA enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.
10. After reviewing the CRA Executive Director's recommendation, the CRA Board of Commissioners may: approve the CRA Executive Director's recommendation and authorize award of the Agreement; reject the
Agreement; or reject all Responses and direct the CRA Executive Director re-open negotiations or to solicit new Responses.

B. EVALUATION CRITERIA

Responses shall be evaluated according to the following criteria and respective weight:

- Proposer’s Experience and Qualifications: Maximum 30 points
- SBE-Construction Services certified firm: Maximum 30 points
- Experience of Project Manager: Maximum 15 points
- Past Project Experience: Maximum 15 points
- Technical Capabilities: Maximum 5 points
- References: Maximum 5 points
SECTION 6

6.0: RFQ RESPONSE FORMS

6.1. RFQ INFORMATION FORM

RFQ No. 15-01: CONTRACT COMPLIANCE AND MONITORING SERVICES

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer’s firm. Please print the following and sign your name:

Firm’s Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
SECTION 6

6.0: RFQ RESPONSE FORMS

6.1a. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS FORM

RFQ No. 15-01: CONTRACT COMPLIANCE AND MONITORING SERVICES

I acknowledge the receipt and have familiarized myself with all addendums for this RFQ, and certify that I am authorized to sign for the Proposer’s firm. Any and all addendums can be found on the CRA website by the Response Submission Date. Please print the following and sign your name:

Firm’s Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
6.2.1 CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF )
 ) SS:
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of __________________________
____________________________________________________, a corporation existing under the laws
of the State of ____________, held on _________ __, 20____, and the following
resolution was duly passed and adopted:

"RESOLVED, that, ______________________, as ______________________ of the Corporation, be and
is hereby authorized to execute the Response dated, _________________, 20____, for submission
to the Southeast Overtown / Park West Community Redevelopment Agency; and this Corporation and the
execution on its behalf thereof, attested by the Secretary of the Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_______, day of ________________, 20____.

Secretary: ______________________

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
6.2.2

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF )
) SS:
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of ____________________________
__________________________________________________________, organized and existing under the
laws of the State of ___________________________, held on ________________, 20 ______, the
following resolution was duly passed and adopted:

"RESOLVED, that, ______________________, as ______________________ of the Partnership, be
and is hereby authorized to execute the Response dated, ______________ 20 ______, for submission
to the Southeast Overtown / Park West Community Redevelopment Agency, and this Partnership and
execution on its behalf, attested by the ______________
________________________________________________ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of ______________, 20___

Secretary: _________________________________

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
6.2.3

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF ___ )
 ) SS:
COUNTY OF ___ )

I HEREBY CERTIFY that a meeting of the Principals of the ________________________________
organized and existing under the laws of the State of ________________________________,
held on ____________________________, 20________, the following resolution was duly passed and
adopted:

"RESOLVED, that ________________________________ as __________________ of the Joint
Venture be and is hereby authorized to execute the Response dated, __________________ 20___ , for
submission to the Southeast Overtown / Park West Community Redevelopment Agency, as an official act
and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_________, day of
__________________________, 20______.

Secretary: ______________________________

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE
CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

STATE OF )
 ) SS:
COUNTY OF )

I HEREBY CERTIFY that as an individual, I _________________________________________________
(Name of Individual)
____________________ and as a d/b/a (doing business as)
_______________________________ (if applicable)

________________________________________ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), is hereby authorized to execute the
Response dated, _________________, 20____, for submission to the Southeast Overtown / Park
West Community Redevelopment Agency, as an individual and/or a going business concern with the a
fictitious name, ________________ (if applicable) and that my execution thereof, attested by a Notary
Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this
_______, day of ________________, 20____.

NOTARY PUBLIC: _______________________
Commission No.: _______________________
I personally know the individual/do not know the individual (Please Circle)
Driver’s License # _______________________

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the CRA shall have the authority to debar a contractual party for the causes listed below from consideration for award of CRA contracts. The debarment shall be for a period of not fewer than three (3) years. The CRA shall also have the authority to suspend a Proposer from consideration for award of CRA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Proposer shall be exercised in accordance with regulations, which shall be issued by the CRA after approval by the CRA Board of Commissioners.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.

4. Violation of contract provisions, which are regarded by the CRA to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.

6. False certification pursuant to paragraph (c) below.

7. Any other cause judged by the CRA to be so serious and compelling as to affect the responsibility of the contractual party performing CRA contracts.
(c) Certification:

All contracts for goods and services, sales, and leases by the CRA shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: ____________________________________________

Signature: ________________________________________________

Date: ____________________________________________________________________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE
FORM 'A'

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the Proposer is submitting as a joint venture, please be advised that this form MUST be completed and the REQUESTED written joint-venture agreement MUST be attached and submitted.

1. Name of joint venture: ____________________________________________________________

2. Address of joint venture: __________________________________________________________

3. Telephone number: _______________________________________________________________

4. List the firms/entities/individuals that comprise the joint venture:
   ______________________________________________________________________________
   ______________________________________________________________________________
   ______________________________________________________________________________

5. Identify by name and firm, those individuals (and their titles) who are responsible for the day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
   (a) Financial decisions: ____________________________________________________________
   (b) Management decisions, such as:
       (i) Estimating: __________________________________________________________________
       (ii) Marketing and sales: _________________________________________________________
       (iii) Hiring/firing of management and non-management personnel: _______________________
       (iv) Purchasing of major items or supplies: ___________________________________________________________________
       (v) Supervision of field operations: _______________________________________________
FORM 'A' (Continued)

NOTE: If, after filing this form and before the completion of the joint venture’s work on the Project, there is any significant change in the information submitted, the joint venture must inform the CRA in writing.

The following Affidavit was must completed by the principal of each party participating in the joint venture.

AFFIDAVIT

“The undersigned swears or affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each member of the joint venture in the undertaking. Further, the undersigned covenants and agrees to provide to the Southeast Overtown/Park West Community Redevelopment Agency current, complete and accurate information regarding work performed by the joint venture in connection with the Project and any proposed changes regarding any member of the joint venture relevant to the joint venture. Any material misrepresentation will be grounds for terminating the Agreement between the CRA and the joint venture which may be awarded for the Project.

Joint Venturers:

Name of Firm/Entity/Individual: ___________________________________________________
Signature: ___________________________________________________________________
Printed Name of Signatory: _____________________________________________________
Title of Signatory: _____________________________________________________________
Date: _______________________________________________________________________

Name of Firm/Entity/Individual: _____________________________________________
Signature: ___________________________________________________________________
Printed Name of Signatory: _____________________________________________________
Title of Signatory: _____________________________________________________________
Date: _______________________________________________________________________

Name of Firm/Entity/Individual: ______________________________________________
Signature: ___________________________________________________________________
Printed Name of Signatory: _____________________________________________________
Title of Signatory: _____________________________________________________________
Date: _______________________________________________________________________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE