



INDIAN CREEK VILLAGE, FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ # 2019-01 - ROADWAY REDEVELOPMENT PLAN

PROFESSIONAL ENGINEERING SERVICES

October 25, 2019



INDIAN CREEK VILLAGE, FLORIDA

VILLAGE COUNCIL

**Bernard Klepach
Javier Holtz
Robert Diener
Irma Braman
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VILLAGE ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.

OFFICE OF THE VILLAGE CLERK

Marilane Lima, MMC

ADMINISTRATION

C. Samuel Kissinger, Village Manager



NOTICE OF REQUEST FOR QUALIFICATIONS #2019-01

The Village of Indian Creek, Florida (the “Village”) is requesting qualifications from experienced Professional Engineering Firms (“Firms”) to provide comprehensive design services for an entire Roadway Redevelopment Plan for 1.6 miles of right-of-way located within the Village.

Please submit six (6) signed responses, which will include one (1) original and five (5) bound copies plus one (1) flash drive to be submitted in one sealed package, clearly marked on the outside as follows: “Response to Indian Creek Village RFQ #2019-01 for “Roadway Redevelopment Plan – Professional Engineering Services”. Address your proposals to Marilane Lima, MMC, Village Clerk, 9080 Bay Drive, Indian Creek Village, Florida 33154. The outside of the sealed envelope shall also show the name of the respondent.

The Village’s tentative schedule for this RFQ is as follows:

Issue Date:	October 25, 2019
Pre-Bid Conference:	November 19, 2019
Submission Deadline:	December 3, 2019
Selection Date:	December 17, 2019

The Village reserves the right to delay or modify scheduled dates and will notify potential Proposers of all changes in scheduled dates.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on, **November 19, 2019 at 11:00 am**, Village Hall, 9080 Bay Drive, Indian Creek Village, Florida 33154. Firms are requested to bring the RFQ document to the conference, as additional copies will not be available. Copies of this RFQ document may be obtained by contacting Marilane Lima at mlima@icvps.org or calling 305-865-4121 and request Document No. 2019-01. Copies may also be obtained from the Village’s website at www.indiancreekvillage.org.

The Village reserves the right to reject any or all submittals with or without cause; to waive any and all irregularities and to make awards in the best interest of the Village. We look forward to your active participation in this competitive selection process.

Sincerely,

C. Samuel Kissinger, Village Manager

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**ROADWAY REDEVELOPMENT PLAN
PROFESSIONAL ENGINEERING SERVICES**

**SECTION 1
INFORMATION FOR THE PROPOSERS**

1.0 INTRODUCTION

Indian Creek Village, Florida (the “Village”), a municipality located in Miami-Dade County pursuant to the “Consultants’ Competitive Negotiation Act” (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and as may be amended, hereby requests qualifications for the selection of a firm (the “Consultant”) to provide professional engineering services (the “Services”) to the Village for the purpose of preparing all plans and specifications required for the Roadway Redevelopment Plan, as specified in the Scope of Services herein below, hereinafter referred to as the “Project”.

One (1) engineering firm will be selected to provide engineering services for the paving, drainage, stormwater, sanitary sewer, lighting, landscaping and all work generally described in the Scope of Services section of this package.

Florida law requires the Village to make a determination of a respondent’s qualifications to perform the Services prior to engagement. The information requested in this RFQ will be used by the Village to make this determination. The Village intends to execute an agreement with the selected Consultant for the Services provided in this RFQ.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ	Oct. 25, 2019	N/A
2	Pre-Proposal Conference/Meeting	Nov. 19, 2019	11:00 A.M.
3	Deadline to Submit RFQ-Response	Dec. 3, 2019	1:30 P.M.
4	Village Council Approval of Selected Consultant(s)	Dec. 17, 2019	5:00 P.M.

*The Village reserves the right to change the scheduled dates and time.

1.2 RESPONSE/(QUALIFICATION PACKAGE) PREPARATION

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order:

- A. **Cover Page.** Each response submitted shall have a cover page entitled “Response to Indian Creek Village RFQ 2019-01 “Roadway Redevelopment Plan – Professional Engineering Services”
- B. **Table of Contents**
- C. **Letter of Intent**
- D. **Project Approach.** The Consultant should demonstrate a full understanding of the Scope of Services. The Consultant should explain their proposed approach to the Project and their awareness of the Project issues. This may include technical or design issues that are unique or particularly challenging. The Consultant should describe in detail, the firm’s quality control program, specifically in relation to the requirements specified in the Scope of Services. The Consultant’s approach to dealing with these issues should be described.
- E. **Qualifications and Firm’s Experience.** The Consultant shall have five (5) years of continuous operation under the same name with professional licenses and insurance, qualified for company name and type of licenses, official complaint history along with any disciplinary administrative action taken within the last five (5) years.

History of the Firm: Describe the Consultant’s organization; history and background; tax status; principals, officers, owners, board of directors and/or board of trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Consultant has been in existence.

Professional Qualifications of Firm: Provide a summary describing the Consultant’s ability to perform the Services requested in the RFQ; a history of the firm’s background and experience in providing similar services.

- F. **Qualifications of Project Team.** The assigned Project Team must have prior experience within the past ten (10) years with at least three (3) roadway design projects. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the team members have either ongoing or completed within the past five (5) years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether the Consultant

is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project.

G. Principal in Charge's Experience. The Firm shall have a Principal in charge of the Project. This individual must have a minimum of seven (7) years' experience in the planning, design, and administration of local government roadway projects, and should have served as Principal in Charge on a minimum of three (3) previous project. This individual must be capable of speaking and making decisions on behalf of the Consultant. Please provide a description of the experience of the proposed Principal in Charge. *Similar Experience (1 page per project, total 5-page limit).*

H. Insurance. Consultant shall secure and maintain throughout the duration of this RFQ and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village, as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- I. Project Team.** Provide an Organizational Chart of the Project Team, including any key sub-consultants. Provide a schedule of your key personnel, as well as, the key personnel of key sub-consultants, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title and resumes of all assigned personnel, including but not limited to:
- Name, Title and Resume.
 - Experience with similar projects (include the specific role of the individual employee on the project).
 - Description of tasks key personnel, including key sub-consultants, will perform.
 - Indicate relative involvement (based on number of hours per week) of each project Team member.
- J. Project Implementation Strategy and Schedule.** Describe the Consultant’s strategy for implementing the Project and a schedule of completion.
- K. Computer Aided Design (CAD).** Provide acknowledgement that your firm will produce all work product using the latest version of AutoCAD; prior to and during construction CAD files shall be made available to the contractor(s) at no cost for the contractor’s coordination drawings, and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.
- L. Special Considerations.** Describe any special resources which your firm or your personnel assigned to the Project may bring to the Project or in-house expertise in technical areas which will specifically benefit the Project.
- M. Bid and Award Services.** Describe your firm’s experience with providing bid and award services, including attending pre-bid conferences, assisting with the preparation of necessary addenda, attending the bid opening, assisting with the bid evaluation and recommendation of award by the Village, and providing “As-Bid” documents for use during construction.
- N. Construction Administration.** Describe your firm’s construction administration processes and procedures. Include qualifications of personnel, field review format, contractor interface, etc. You should anticipate that your lead personnel assigned to this Project may be required to be at the Project site as required during the entire construction period. You may be expected to provide qualified

representatives at the Project construction meetings as required during the entire construction period.

- O. Financial Information.** Provide information regarding your firm's financial condition and type of ownership.
- P. Appendices.** Completed Appendices A, B and C.
- Q. Proof of Authorization.** Proof of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.
- R. Licenses/Certifications.** Proof of firm's and/or key personnel's current licenses and certifications for professional engineering services as required by the State of Florida and any and all other applicable agencies.

1.3 ADDENDA

If the Village finds it necessary to add to, or amend this RFQ prior to the Response Submittal Deadline, the Village will issue written addenda/addendum.

1.4 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available to provide the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become the property of the Village and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

1.7 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, or re-issue the entire solicitation. Proposals

received after the Response Submittal Deadline provided in this RFQ will not be considered.

1.8 PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.

1.9 ADDITIONAL INFORMATION / PRE-PROPOSAL MEETING

The Village will conduct a Mandatory Pre-Proposal Meeting (the “Meeting”), at 10:00 AM EST on **November 19, 2019** at the following address:

Indian Creek Village
Village Hall
9080 Bay Drive
Indian Creek Village, FL 33154

Each attendee at the Meeting shall be required to sign-in and identify specifically only one Firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days’ notice prior to the date of the Meeting by calling the Village Clerk at (305) 865-4121.

The purpose of this Meeting is to provide an open forum for the firms to review this document and respond to questions regarding this RFQ. This will be the *only* opportunity for interested firms to ask questions regarding the RFQ prior to submission. The Firms are encouraged to submit their questions in writing to the Village Clerk, Marilane Lima via email at mlima@icvps.org at least three (3) business days before the Meeting in order to ensure that they will be answered at the Meeting.

1.10 RFQ AVAILABILITY

Copies of this solicitation package can be obtained through the Village Clerk, 9080 Bay Drive, Indian Creek Village, Florida 33154. An electronic version will be provided upon request by e-mailing the Village Clerk at mlima@icvps.org or downloading the document from the Village’s website at www.indiancreekvillage.org. Proposers or Respondents who obtain copies of this RFQ from sources other than through the Village, risk not receiving the addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

SECTION 2
SCOPE OF SERVICES

2.0 GENERAL BACKGROUND

The Village intends to retain one (1) firm for the purpose of preparing full plans and specifications for the work described in Section 2.1 below and thereafter assisting in the entire implementation of the Roadway Redevelopment Plan.

2.1 ENGINEERING SERVICES

The Village Council has authorized the process of designing and completely rebuilding the existing 1.6-mile roadway within the 70-foot of existing right-of-way, which traverses the Island located within the Village. That work includes, but is not limited to, realignment of the existing roadway, all paving, drainage, storm water, potable water and a new sanitary sewer grinded/system. The work also includes lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines. The services requested for the Project will include the preparation of all bid and permit plans and specifications as well as the Project oversight.

SECTION 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six (6) signed responses which will include one (1) original and five (5) bound copies plus one (1) flash drive to be submitted in one sealed package, clearly marked on the outside “Response to Indian Creek Village RFQ #2019-01 for “Roadway Redevelopment Plan – Professional Engineering Services” The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by **1:30 p.m. on December 13, 2019** at the Village Clerk’s Office and labeled as follows:

RFQ #2019-01
Marilane Lima, MMC
Village Clerk
9080 Bay Drive
Indian Creek Village, Florida 33154
Phone: 305-865-4121
Fax: 305-865-2502
mlima@icvps.org

All responses must be received by the Village Clerk by the Response Due Date and time.

All Responses received after the due date and time will not be considered.

3.1 RESPONSE EVALUATION CRITERIA

The Village, by committee, will evaluate the responses based on the statutory factors and points provided below:

- A. Qualifications / ability of professional personnel and qualifications (50 points).
- B. Project Approach Submitted (20 points).
- C. Whether the firm is a certified minority business enterprise (5 points).
- D. Experience; Past performance (15 points).
- E. Location of the firm and the place from which work is to be performed (5 points).
- F. Recent, current, and projected workload of the firm (5 points).

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the responses to the RFQ regarding their qualifications, approach to the Project and ability to furnish the required Services. The Village Council shall also consider the committee's recommendation and ranking. The Village Council shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required Services. The Village Council may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations discussed below.

3.3 PROCESS OF COMPETITIVE NEGOTIATIONS

Following selection and ranking of the most qualified firms, the Village shall negotiate a contract with the most qualified firm for the Services at compensation which the Village determines is fair, competitive, and reasonable. In making such determination, the Village shall conduct a detailed analysis of the cost of the Services required in addition to considering the scope and complexity. Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated.

The Village shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village shall terminate negotiations. The Village shall then undertake negotiations with the third most qualified firm.

Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

Notwithstanding the foregoing, the Village maintains the right to reject all proposals submitted if so desired. Final determination and award of a contract shall be made by the Village Council.

SECTION 4
OTHER TERMS AND CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of engagement are to be negotiated.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary licenses and permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the Services.

4.3 COMPLIANCE WITH LAWS AND ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to the Services, including all ordinances and resolutions of the Indian Creek Village.

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

APPENDIX "A"

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and all addendum/ addenda to the RFQ.
- C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council.
- D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
- E. **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Indian Creek Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or funds to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

Before me, the undersigned authority _____ appeared who: [] is personally known to me; or [] who has produced _____ as identification; and who acknowledged the foregoing document to be freely and voluntarily executed for the purposes therein recited and who did take an oath.

Witness my hand and seal in the State and County aforesaid on this ____ day of _____, 2019.

Notary Public

My Commission Expires:
(seal)

Print Name

APPENDIX "C"

**SWORN STATEMENT PURSUANT TO
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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the INDIAN CREEK VILLAGE, FLORIDA

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 - S.S. # _____)

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 public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates 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 or a jury verdict, non jury trial, or entry of a plea or guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. 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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement that 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, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

