REQUEST FOR QUALIFICATION ("RFQ")

Building Division & Associated Services Expansion of the City Hall Campus

26-27-014

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

Tuesday, November 3, 2026

RESPONSE SUBMISSION DATE AND TIME

Wednesday, November 11, 2026

Each Response must be submitted electronically to the City's e-procurement Portal located at https://procurement.opengov.com/portal/cityofhialeahfl no later than the date and time specified below. Response received after said date and time or in any other format will not be considered and no time extensions will be granted.

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1. ADVERTISEMENT & INVITATION

The City of Hialeah, Florida, will receive electronic (sealed) responses for the project entitled: Building Division & Associated Services Expansion of the City Hall Campus until Wednesday, November 11, 2026 via the City's e-Procurement Portal located at https://procurement.opengov.com/portal/cityofhialeahfl. The responses must be submitted electronically in the manner specified below in the electronic submittal method described below and in no other manner. Responses submitted in any other manner will not be considered.

Building Division & Associated Services Expansion of the City Hall Campus
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Contract documents, including drawings, technical specifications, addendums, and proposal forms may be obtained on the City's e-Procurement Portal located at https://procurement.opengov.com/portal/cityofhialeahfl.

The City of Hialeah invites Statements of Qualifications (SOQs) from qualified design-build firms to provide programming validation, architecture, engineering, permitting, preconstruction, construction, commissioning, occupancy, and closeout services for a new approximately 98,000 gross square-foot building to house the building department and associated services. The project will be delivered at the City's municipal civic site near Palm Ave and East 6th Street and will include associated site, utility, public-realm, technology, security, and existing-facility interface work.

The aggregate amount payable under the design-build agreement, including all phases and guaranteed maximum price amendments, may not exceed $45,000,000. The City seeks full building occupancy no later than August 31, 2028, and places substantial weight on earlier lawful occupancy of usable portions of the building.

This is a qualifications-based selection under section 287.055(9), Florida Statutes, and applicable City purchasing requirements. Respondents must not include fees, rates, construction prices, or other compensation proposals in the SOQ. Following the final ranking, the City intends to negotiate phased services, a guaranteed maximum price within the stated ceiling, and guaranteed completion dates with the highest-ranked firm.

Each Response must be submitted electronically via the City's e-Procurement Portal located at https://procurement.opengov.com/portal/cityofhialeahfl no later than the date and time specified below. Bids received after said date and time or in some other manner than as stated above will not be considered and no time extensions or waivers will be granted.

The City's schedule for this Solicitation is as follows:

Issue Project Date:	October 9, 2026

Pre-Proposal Meeting (Non-Mandatory):	October 23, 2026, 10:00am L.Suarez is inviting you to a scheduled Zoom meeting. Topic: RFQ-Building Division & Associated Services Expansion of the City Hall Campus Time: Oct 23, 2026 10:00 AM Eastern Time (US and Canada) Join Zoom Meeting https://hialeahfl.zoom.us/j/88248046034?pwd=yn5tGSplXmXHjlNTlibrUMttYIIt9E.1 Join and take notes https://hialeahfl.zoom.us/j/88248046034?pwd=yn5tGSplXmXHjlNTlibrUMttYIIt9E.1&mynotes=on Meeting chat link https://hialeahfl.zoom.us/launch/jc/88248046034 View meeting insights https://hialeahfl.zoom.us/launch/edl?muid=a62c1edb-d45f-4565-b53e-f0a5c6974a82 Meeting ID: 882 4804 6034 Passcode: 491350 --- One tap mobile +17866351003,,88248046034# US (Miami) +16465189805,,88248046034# US (New York) --- Join by SIP • 88248046034@zoomcrc.com Join instructions

	https://hialeahfl.zoom.us/meetings/88248046034/invitations?signature=CZPYliysHeFhnc0-jK1COsT7ctNXHFPJtmyb7ejBeMc
Question Submission Deadline:	November 3, 2026, 2:00pm
Proposal Submission Deadline:	November 11, 2026, 11:00am

(The City reserves the right to delay, reschedule, or modify scheduled dates/times and will notify Bidders of all changes in scheduled dates.)

The City of Hialeah reserves the right to reject any and all responses, and to decide to re-advertise/re-bid or not, or to waive any informalities or minor irregularities, technicalities, or omissions, in the solicitation process. Responses may be held over by the City of Hialeah Purchasing Division, at its sole discretion, for a period not to exceed one hundred eighty (180) days from the date of opening for the purpose of reviewing the response and investigating the qualifications of the respondents, prior to consideration of the awarding of the contract and must be honored by the Vendor on the same terms and conditions during this period.

Please be advised that this Solicitation is issued subject to the City of Hialeah's Charter and Code of Ordinances. and the Miami-Dade County "Cone of Silence", see 2-11.1(t), Miami-Dade County Code, which are deemed as being incorporated by reference in this Solicitation. Communications with the Mayor, City Council, and City Staff are restricted.

2. GENERAL TERMS & CONDITIONS

2.1. CITY OVERVIEW

Hialeah, Florida (Estimated population of approximately 221,300) is a diverse community, ideally located midway between Miami and Fort Lauderdale, and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business and residential communities, while also focusing on issues such as education, the arts, leisure activities, public safety, and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925. In 2025 the City celebrated its centennial.

The City currently has 1500+ employees and provides a wide range of governmental services to its citizens, including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development. The City's services, connectivity to mass transit, centralized location in the County, and strong industrial and commercial base of employers make it ideal for land development, supporting City forecasts for continued growth. To enable and sustain that growth, the City needs a robust suite of building division services, including plan review, inspections, and code compliance. New building division facilities provide an opportunity to increase efficiency by centralizing services in one efficient location and upgrading technology.

The City is a very large consumer of goods and services, and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement information, along with our traditional concerns with price, performance, and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources, while still evaluating the Proposals on applicable legal and technical criteria.

2.2. GENERAL PROVISIONS

This solicitation is governed by applicable Florida Statutes, including the Consultants' Competitive Negotiation Act (CCNA), F.S. § 287.055, and the City of Hialeah Code of Ordinances.

2.3. DEFINITIONS

Capitalized words and phrases in this Solicitation are defined in this section and in the Agreement. In addition, the following terms, phrases, words, and their derivations shall have the meaning given herein:

A. **'Request for Qualifications ('RFQ')'** means a written solicitation issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing a subsequent solicitation. The Request for Qualifications includes instructions prescribing the conditions for submitting qualifications and shall be available for distribution to all prospective responders at the same time. The Request for Qualifications is used when the city needs to evaluate the experience and capabilities of potential responders before specifically defining the scope of work for which a contractual service is required or establishing precise specifications defining the

actual commodity or group of commodities required in a later stage.

B. '**Agreement' or 'Contract'** means the Master Design-Build Contract and any Guaranteed Maximum Price (GMP) Amendments to implement the terms of the development of the **"Building Division & Associated Services Expansion of the City Hall Campus",** this RFQ, the selected respondent's response, and including all of the exhibits and addendums/amendments thereto. No contract rights or expectations can be alleged, anticipated, expected, or claimed unless and until the Agreement is fully executed and a Work Order or similar document, as applicable, has been issued by the City.

C. **'Award'** means the acceptance of a Response, offer, similar response, or proposal by the City Council of the City of Hialeah.

D. '**Successful Respondent, Contractor'** means the Respondent that receives an award of the Agreement from the City as a result of this Solicitation.

E. **'Respondent, Bidder, Proposer, Vendor, Contractor'** means the Person, company, business entity, or organization submitting a Response in reply to this Solicitation. When the terms "Respondent, Bidder, Vendor, Proposer, or Contractor" are used they shall have the same meaning in this solicitation.

F. '**City'** means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida, or (b) the government of the City, acting through Mayor and/or the City Council or its designees, as applicable.

G. **'Department'** means the **City of Hialeah, FL, Finance Management, Purchasing Division** and/or their successor City Department, office, agency, or division.

H. **'Director'** means the **Purchasing Division Director**, or the Director's authorized designee.

I. **'Solicitation'** means this Request for Qualifications (RFQ).

J. **'Response, Bid, Submission'** means the response submitted in reply to this Solicitation.

K. **'Work,' 'Services,' 'Program,' 'Project,' or 'Engagement'** mean all matters and things that will require to be done by the Successful Respondent(s) in accordance with the scope of work and all terms and conditions of this Solicitation.

L. **'Project Manager'** means the individual in charge of serving as the day-to-day representative of the City for the project and contract administration. The City Project Manager will be designated by the Mayor or Director.

M. '**Mayor'** means the Chief Executive Officer of the City who manages the day-to-day operations of the City. The Mayor or his/her authorized designee will be authorized to make needed routine contractual decisions on behalf of the City.

N. '**City Council'** means the local legislative body of the City who would consider approving the Award, or not, as the case may be and would need to approve any resulting Agreement, and any Amendments to such Agreement.

O. **'Purchasing Division Director'** means the Director of the City's Purchasing Division who is authorized to respond to and address procurement/purchasing issues relative to this Solicitation and/or the award or other action of the City regarding this Solicitation.

P. **'Design-Builder'** means the legal entity under contract with the City to execute the design and construction of the Building Division & Associated Services Expansion of the City Hall Campus.

Q. **'Design Criteria Package'** means the concise, performance-oriented drawings or specifications for this public construction project provided as Attachment "A". The respondent's response is to be based on the Design Criteria Package. In accordance with Section 287.055, Florida statutes, the Design Criteria Package contains must performance-based criteria for the project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

R. **'Guaranteed Maximum Price (GMP)** means the maximum amount that the City will pay the Design-Builder for the design and construction of the Project, subject to authorized adjustments.

S. **'Statement of Qualifications (SOQ)'** means the formal response submitted by a Respondent in reaction to this RFQ.

2.4. INVITATION

This Solicitation is extended to any Person, company, and organization that can satisfy the requirements specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

2.5. PUBLIC ENTITY CRIME / DISCRIMINATORY VENDOR LIST

The Public Entity Crime Affidavit Form, found in the RESPONSE Section, includes documentation that shall be

executed by an individual authorized to bind the Respondent. Any Respondent, or any of its suppliers, subcontractors, or consultants who shall provide goods and services and/or materials that are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability or cost to the Respondent for any goods, services, supplies, materials, and/or materials furnished. By submitting a response, the Respondent further affirms they are not in violation of Sections 287.1346 , 287.135, 287.1351, 287.136, 287.137 and 287.138, Florida Statutes.

2.6. LOBBYING

All Respondents, their agents and proposed sub-consultants or subcontractors, are hereby placed on notice that neither the City Council members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents, and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Response submitted by a Respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Division Director (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures. See, for general reference, Section 2-11.1. (t), Miami-Dade County Code, "Cone of Silence", which is applicable and deemed as being incorporated by reference.

2.7. SUSPENSION/DEBARMENT OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend or debar contractor(s) from doing business with the City whenever a contractor materially breaches its contract with the City in accordance with the applicable provisions of the City Code. Any Response submitted by a Respondent, its proposed subcontractors or subconsultants who are included on the City's Suspension List shall not be considered for evaluation or review.

In addition, the principles of any Respondents or its proposed subcontractors or sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or subconsultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any goods, services or materials furnished. For purposes of this Solicitation "Respondents", "Bidders", "Proposers", "Contractors" and "Vendors" are synonymous terms.

2.8. POINTS OF CONTACT/TIMETABLE FOR INQUIRIES

While respondents may initially contact the Purchasing Division Director, all general and technical inquiries must be submitted and addressed via the City's e-Procurement Portal Question & Answer feature.

No inquiries will not be entertained or processed beyond **Tuesday, November 3, 2026** at **2:00 pm**. No extensions or exceptions.

2.9. ORAL REPRESENTATION

No oral representation, conversation, or statement made by any City staff or official shall be binding on the City. The contents of this Solicitation and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

2.10. ADDENDA

If any revisions to the Solicitation become necessary (other than changes to the deadline for Response submission), the City will notify all registered Respondents requesting the corresponding document at least three (3) calendar days before the date scheduled for opening on **Wednesday, November 11, 2026** at **11:00 am**. The City may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the sole responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking with the City's Purchasing Division Director or Purchasing staff.**

2.11. CANCELLATION OF THE SOLICITATION

The City expressly reserves the right to cancel this Solicitation, to reject any or all responses, and/or readvertise and re-solicit the requirements at any time for any reason whatsoever when determined to be in the best interest of the City. This right is expressly reserved and clearly announced in this Solicitation.

2.12. DEVELOPMENT COSTS

Neither the City nor its officers, employees, or representatives shall be liable for any expenses incurred by any Person in connection with the preparation, submission, or presentation of a Response in response to this Solicitation. The Response and the information in the Response shall be provided at no cost to the City.

2.13. TAX-EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property by the City.

2.14. SOLICITATION SUBMISSION AND OPENING

Responses will be electronically opened and may be received up to **but not later than Wednesday, November 11, 2026 at 11:00 am as indicated on the cover page of this Solicitation. Submit Electronic Responses via the City of Hialeah** https://procurement.opengov.com/portal/cityofhialeahfl. A list of Respondents shall be available via the City of Hialeah e-Procurement Portal. A list of Respondents shall be available via the City of Hialeah e-Procurement Portal.

The City of Hialeah e-Procurement Portal Clock is the official clock/record for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline

regardless of any technical difficulties such as poor internet, connections, disruptions, or going offline. The City strongly recommends completing and electronically submitting your response well ahead of the deadline. Paper responses may not be submitted nor will they be considered.

2.15. ASSIGNMENT OF SOLICITATION

A Respondent shall not transfer, sell, pledge, give, grant, or assign its Response, in whole or in part, directly or indirectly, to any third-party following submission of a Response to the City. No exceptions.

2.16. WITHDRAWAL OF SOLICITATION

A Respondent may withdraw their electronically submitted Response prior to the submission date. Responses, once opened, shall not be withdrawn or modified except to the extent (if any) agreed to by the City in its sole discretion during subsequent contract negotiation.

2.17. PUBLIC RECORDS AND EXEMPTIONS

As provided specifically in Section 119.071 (1) (b), Florida Statutes, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

The Respondent shall comply with the Public Records Laws, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the City in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced by the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL (CityClerk@hialeahfl.gov), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).

2.18. GROUNDS FOR REJECTING RESPONSES

The City reserves the right to reject any and all Responses for reasons including, but not limited to, the following: (1) when such rejection is in the best interests of the City; (2) if such Response is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Response contains any material misstatements, irregularities, defects, errors, mistakes or omissions. Minor irregularities contained in a

Response may be waived by the City in its discretion. A minor irregularity, technicality, error, mistake, or omission is a variation from the Solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

Responses found to be non-responsive may not be considered. A Response may be found to be non-responsive because, among other things, the Respondent: failed to utilize or complete or sign the required forms; failed to provide any information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Responses include, but are not limited to, evidence of: collusion among Respondents; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one Response by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Respondent on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Respondent on the City's or the State's Debarred, Convicted or Discriminatory Contractor's List or a listing of the Respondent as a debarred or discriminatory vendor per Section 287.133, Florida Statutes or discriminatory vendor under Section 287.134, Florida Statutes or is contracting with scrutinized companies under Section 287.135, Florida Statutes or is a suspended vendor under Section 287.1351, Florida Statutes or has antitrust violations per Section 287.137, Florida Statutes, or is in violation of Section 287.138, Florida Statutes, prohibiting contracting with entities of foreign countries of concern . In addition, Responses will be rejected if the Responses are not delivered to the City's Purchasing Division on or before the date and in the manner and time specified for the submittal of the Response.

2.19. CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

After the advertisement of this Solicitation, all communications concerning this Solicitation shall be directed to the City's Purchasing Division Department. Potential Respondents and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Purchasing Division Director, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Solicitation shall not preclude purchasing staff from obtaining industry or trade comments, input, or performing market research provided all communications related thereto with a potential offeror, service provider, Respondent, lobbyist, or consultant are in writing or are made at a duly noticed public meeting. The Miami-Dade County Cone of Silence Ordinance, Section 2-11.1(t), Miami-Dade County Code is deemed as being incorporated by reference herein and made applicable to this solicitation. **This Section does not apply to oral communications at pre-solicitation meetings, oral and/or written presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk and a copy will be forwarded to other respondents who are on record for this Solicitation.**

2.20. BUSINESS ENTITY REGISTRATION

The City of Hialeah requires business entities to complete and file a registration application before doing business with the City. Respondents need not register with the City to present a Response; however, the selected Respondent(s) must register before the award of a contract because the failure to register may result in the rejection of the Response. To register, contact the Purchasing Division at (305) 883-5865. It is the responsibility of the business entity to update and renew its application concerning any changes, such as

new address, telephone number, etc. during the performance of any agreement, purchase order, or similar document obtained as a result of this Solicitation.

2.21. STATE REGISTRATION REQUIREMENTS

Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, and/or 621 Florida Statutes. A copy of the registration/application and current certificate of good standing will be required prior to the award of a contract. Any partnership submitting in response to this Solicitation shall have complied with the applicable provisions of Chapter 321, Florida Statutes. Any Limited Liability Company submitting in response to this Solicitation shall have complied with the applicable provisions of Chapter 605, Florida Statutes.

2.22. EXECUTION OF SOLICITATION

The Response must contain a manual signature (an electronic signature conforming to the requirements of Florida law is acceptable) of an authorized representative in the space provided on the Response Form. Failure to properly sign the Response shall invalidate the same and it shall NOT be considered for award eligible for consideration or award. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the Response. Electronic initialing approved by Florida Law is acceptable. Any illegible entries, pencil Responses, or corrections not initialed will not be tabulated. The original Response conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

2.23. LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, codes, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility for compliance by the Respondent.

The individual executing this Response on behalf of the Company warrants to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

2.24. SOLICITATION OPENING

Solicitations shall be opened electronically on the date and at the time and in the manner specified on the City's e-Procurement Portal. Solicitations will not be opened except as provided in this section.

2.25. DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Purchasing Director, after consultation with the City Attorney shall be final and binding on both parties. Any timely protest meeting the requirements of Section 2-815.1 of the City Code shall be handled pursuant to Section 2-815.1 of the City Code.

2.26. PATENTS & ROYALTIES

The Respondent, without exception, shall indemnify, defend (at its own cost and expense), hold, and save harmless the City of Hialeah, Florida, and its officials & employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, intellectual property rights, process, goods, or articles manufactured or used in the performance of the contract, including their use by the City. If the Respondent uses any design, device, or materials covered by letters, patent, copyright, and/or any other intellectual property rights it is mutually understood and agreed, without exception, that the Response prices shall include all royalties and/or costs arising from the use of such design, device, or materials in any way involved in providing the required goods or services. This Section shall survive the cancellation/expiration of the Contract and the Work.

2.27. SPECIAL CONDITIONS

Any Special Conditions that vary from these General Conditions shall have precedence and in the event of an express conflict, the Special Condition(s) will govern and control.

2.28. INSURANCE/PERMIT

Respondents are required to assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Hialeah Code and building requirements, and the Florida Building Code. The Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Respondent (or agent) or any person the Respondent has designated in the completion of the contract as a result of the Response. The Insurance Coverage required by the City for this Work is provided in this RFQ. Any modifications to the Insurance Coverage must be approved in advance and in writing by the City Risk Manager or designee prior to solicitation closing on Wednesday, November 11, 2026. This Section shall survive the cancellation/expiration of the Contract and the Work.
NO MODIFICATIONS TO THE INSURANCE REQUIREMENTS WILL BE ALLOWED AFTER THE SOLICITATION CLOSING.

2.29. PERFORMANCE AND PAYMENT BOND

Performance and Payment Bonds will be required. The Agreement shall provide that the successful Respondent shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent (100%) of each project(s) total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety currently authorized to transact business in Florida, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing goods, services, equipment, supplies, and/or materials in connection with the Contract and indemnifying, defending, and holding harmless said City of Hialeah from any expense, loss, action, claim, or cost arising from and out of the improper/deficient/defective/substandard/negligent performance of said Contract

and/or the failure to make required payments to all such persons.

2.30. BID BOND/BID SECURITY/BID DEPOSIT FORFEITED LIQUIDATED DAMAGES

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

Bond Amount	**Best Rating**	
500,000 to 1,499,999	A	VI
1,500,000 to 2,499,999	A	VIII
2,500,000 to 4,999,999	A	X
5,000,000 to 9,999,999	A	XII
over 10,000,000	A	XV

On bond amount of $500,000 or less, the provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposals is issued.

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

2.31. FACILITIES

The City reserves the right to inspect the Respondent's facilities and /or local office at any time during regular business hours with prior oral or written notice.

2.32. APPLICABLE LAW AND VENUE; ATTORNEY'S FEES

The laws of the State of Florida shall govern this Solicitation and the contract between the City of Hialeah and the successful Respondent. Any action or proceeding including, without limitation, dispute resolution

and/or mediation, concerning this Solicitation or the Agreement shall be brought exclusively in the State or Federal Courts or administrative officers in and for Miami-Dade County, Florida. Parties consent to jurisdiction within Miami-Dade County, Florida. Each party shall bear their own attorney's fees.

2.33. CLARIFICATION AND ADDENDA TO SOLICITATION SPECIFICATIONS

If any person contemplating submitting a Response under this Solicitation is in doubt as to the true meaning of the specifications or other Solicitation documents or any part thereof, the Respondent must submit a request for clarification to the City of Hialeah Purchasing Director. Respondents shall submit all inquiries regarding this Solicitation via the City of Hialeah e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofhialeahfl.Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City of Hialeah e-Procurement Portal. Respondents may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the respondent to check the website for answers to inquiries.
The Solicitation number and title must be identified in all correspondence. Be sure to include the page and paragraph number of the Solicitation for each question and suggestion to ensure that they are responded to correctly. All questions and suggestions must be delivered no later than November 3, 2026, at 2:00 pm. Each Respondent shall be deemed to have waived all objections to the terms of this Solicitation that are not submitted to the Purchasing Division Director in compliance with the requirements and deadline in this Section.

The City will only respond to questions timely submitted to the City via the e-procurement Portal.

Any interpretation of the Solicitation, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Division Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Responses are required.

NO ORAL QUESTIONS OR SUGGESTIONS WILL BE ADDRESSED BY THE CITY. NO QUESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS ON THE E-PROCUREMENT PORTAL.

The City's official responses to questions and suggestions will be issued in an addendum to this Solicitation. Respondents may not rely on oral or written statements provided by the City, unless such statements are contained in a written addendum to this Solicitation. It is the Respondent's sole responsibility to ensure the Respondent receives all addenda.

2.34. AWARD OF CONTRACT

1. The Formal Solicitation, any addenda issued, the Respondent's response, and the Agreement (s), which for purposes of this Solicitation collectively serve as the Contract Documents, and any Work Order(s) or similar document issued by the City, shall constitute the entire Contract unless modified in accordance with any ensuing Contract, or amendment approved by the City and executed by the parties.

2. The City may award a contract to a Respondent only through action taken by the City Council.

3. While the City may determine to award a contract to a Respondent(s) under this Solicitation, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Respondent shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Respondent is in default, the City, through the Purchasing Division Director, will void/rescind its acceptance of the Respondent's offer and may determine to select the second lowest most responsive, responsible Respondent, reject remaining responses and/or re-solicit Responses. The City may, at its sole option, seek monetary restitution from the defaulting Respondent as a result of damages or excess costs sustained and/or may prohibit the Respondent from submitting future Responses for one (1) year.

4. The City reserves the right to exercise the option to renew a term contract of any successful Respondent(s) to a subsequent optional renewal period; provided that such option is stipulated in the contract ultimately awarded in regard to this Response; provided that such option is agreed in the contract awarded in regard to this Response.

5. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Response. Any such extension shall be upon the same terms and conditions contained in the original contract unless otherwise approved in writing by the City.

6. The City reserves the right to award the Contract on a split-order, lump sum, individual-item, multiple item/respondent(s) basis, or such method of award in the best interest of the City, unless otherwise specified.

7. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.

2.35. ASSIGNMENT

The City has relied on the Respondent's submission in selecting the Respondent. The Respondent shall not assign, transfer, convey, sell, pledge, grant, or otherwise dispose of any contract, or similar document, in whole or in part, including any or all of its right, title, or interest therein, or its power to execute such contract to any person, company, incorporated business entity including a corporation or LLC without the prior written consent of the City, which may be withheld, refused or conditioned.

2.36. LAW, PERMIT AND REGULATIONS

The Respondent shall apply for, obtain and pay all licenses, permits, regulatory and other required approval(s), and inspection fees as may be required by the Agreement , by law, and this Solicitation. The Respondent shall comply with all applicable laws, ordinances, regulations, and Florida Building Code requirements applicable to the construction, goods or services contemplated herein.

2.37. INCENTIVES/ DISCENTIVES

The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods, materials, supplies, or services if included in the Contract Documents. .

2.38. NON-COLLUSION

By submitting this Response, Respondent certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, before to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Response list(s).

2.39. STANDARDIZED CHANGES

Contract documents shall be modified, if necessary, to reflect the requirements of 23 Code of Federal Regulations ("CFR") 635.109, as amended. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 United States Code ("U.S.C.") 106, as amended.

2.40. E-VERIFY EMPLOYMENT VERIFICATION

The Successful Respondent shall E-Verify the employment status of all employees and subcontractors to the extent required by federal, state, and local laws, rules, and regulations. The Successful Respondent shall not employ, contract, hire, or retain any person who is not legally authorized under federal law to be employed in the United States, as set forth in 8 U.S.C. Section 132a(h)(3), as interpreted by any applicable federal rule or regulation and pursuant to Chapter 448.95 of the Florida Statutes. The City shall consider the employment by any Successful Respondent of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Successful Respondent knowingly employs unauthorized aliens, such violation shall be cause for termination of the Contract. Furthermore, the Successful Respondent agrees to utilize the U.S. Agency of Homeland Security's E-Verify System, https://everify.uscis.gov/emp, to verify the employment eligibility of all employees during the term of this Contract. The Successful Respondent shall also include a requirement in subcontracts that the subcontractor shall also utilize the E-Verify System to verify the employment eligibility of all employees of the subcontractor during the term of this Contract. A sample E-Verify affidavit to be submitted to the City is attached.

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility."

The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for the duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the City shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that the Contractor shall be liable for any additional costs incurred by the City because of such termination.

In addition, if the City has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Contractor has otherwise complied with its requirements under those statutes, then the Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the City of such violation by the Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the City, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

2.41. NO SHARING OF DATA WITH CERTAIN FOREIGN COUNTRIES OF CONCERN

Respondent affirms by the Form included in this Solicitation that it does not meet any of the criteria listed in Section 287.138 (2) (a) ---(c), Florida Statutes.

A. The Respondent intending to provide goods or services to the City during any contract renewal, extension, or amendment, as applicable, affirms and stipulates that it is not in violation of Florida Statutes (F.S.) 287.138 entitled "Contracting with entities of foreign countries of concern prohibited."

B. The Respondent further affirms to the City, as a governmental entity defined in Florida Statutes (F.S.) 287.138, that: it is not giving access to an individual's personal identifying information if the foreign country of concern, as defined in F.S. 287.138, owns the entity or has a controlling interest in the entity or the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

C. A sample affidavit concerning Contracting with foreign countries of concern is attached. This Affidavit will affirm under penalty of perjury that the Contractor does not meet any of the criteria in paragraphs (2) (a)-(c) of 287.138, F.S.. All Affidavits must be executed and submitted to the City prior to any award of this Contract. Affidavit forms are available, upon request, from the City Purchasing Divisions.

2.42. NO LABOR THROUGH COERCION

Respondent affirms that it does not use coercion for labor or services it uses as defined in 787.06, F.S. Respondent, prior to entering into an Agreement with the City shall furnish an Affidavit, under penalty of perjury, that is does not use coercion for labor or services.

2.43. NO ILLEGAL TRANSPORT OF ALIENS

Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier
By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the Common Carrier or Contracted Carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), titled "Prohibition against governmental entity contracts with Common Carriers," etc. as amended, which is deemed as being incorporated by reference in this Solicitation. All definitions and requirements from Section 908.111, F.S. apply to this Solicitation.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this solicitation in the response section - Common Carrier or Contracted Carrier Attestation Form and must be executed by Contractor and provided to the City of Hialeah when entering, amending, or renewing a Contract. The Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 2.22 of this Solicitation (LEGAL REQUIREMENTS). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the City, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the City and Contractor shall take all actions as provided for in of this Contract. If the City terminates this Contract for cause under this subsection, the City shall retain its rights under this Solicitation (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, (2) debar Contractor from the City contracting in accordance with the City or other applicable debarment procedures.

2.44. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Respondent(s) or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) or work will be awarded to any firm(s).

2.45. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded respondent, the submission of any Response in response to this Solicitation constitutes a Response made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, special districts, and cities.

Each governmental agency desiring to accept these Responses, and make an award thereof, shall do so independently of any other governmental agency. Each agency is responsible for its own purchases and each shall be liable only for goods, materials and/or services ordered and received by it and no agency assumes any liability by virtue of this Response excepting its own purchases.

2.46. INDEMNIFICATION OF CITY

The Respondent (Contractor) will be required to indemnify, defend (at its own cost and expense), save, and hold harmless the City in the Agreement in the manner provided herein: for itself, and for its officers, directors, employees, subcontractors, subconsultants, agents, representatives, successors, assigns, and any other individual or entity who may attempt to sue or be sued on the Respondent/Contractor's behalf, hereby unequivocally agrees to protect, defend, indemnify, forever discharge, release, waive, save and hold harmless the City, its officers, whether elected or appointed, directors, employees, attorneys, contractors, agents, representatives, and all other persons, entities, organizations, and corporations affiliated therewith (all of whom collectively constitute the "City's Released Parties"), from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs, or expenses, including court costs and attorney's fees at all levels of proceedings (including administrative, trial and appellate levels), and from any judgments, orders, or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, loss or destruction to property, claim for royalties, and /or other intellectual property rights, any alleged infringement of any other property rights, any statutory or strict liability claims or actions, or any other liability, loss, cost, or expense of whatever kind and premised on whatsoever theory of liability (all of which collectively constitute "Claims"), due to its negligent acts or omissions, arising out of, resulting from, relating to, incidental to, or in any way connected to the work , goods, and services agreed to or performed by the Respondent/Contractor under the Agreement, to the maximum extent permitted by (i) Section 725.06, F.S. for the construction services portion of this solicitation, and (ii) Section 725.08, F.S., for the design services portion of this solicitation. The obligation of the Respondent/Contractor under this Section is absolute and unconditional; to the extent allowed by applicable law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City's Released Parties to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, offset, deduction, crossclaim, or counterclaim that the Respondent/Contractor might have against the City's Released Parties.

If a City's Released Parties requests that the Respondent/Contractor defend it with respect to any legal proceeding for which the City's Released Parties are entitled to indemnification, the City's Released Parties may participate in the defense at the Respondent/Contractor's sole cost and expense. The Respondent/Contractor shall advance or promptly reimburse to a City's Released Parties any and all costs and expenses incurred by the City's Released Parties in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City's Released Parties are entitled to indemnification under this Section, whether or not the City's Released Parties is a party or potential party to it. This Section shall survive the cancellation or expiration of this Agreement. This Section will be interpreted to comply with Sections 725.06 and/or 725.08, Fla. Stat., as and if applicable. If any sentence or Section is judicially declared to be invalid it shall be severable and independent from the remainder of the Section

which will continue in operative force and effect.

2.47. CONFLICTS OF INTEREST

The City's conflict of interest guidelines are contained in Chapter 26 of the City Code, as amended, and the guidelines shall apply to any Response submitted in response to this Solicitation. Each Respondent, City employee, Council member, and the Mayor also must comply with all applicable requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances and Florida Ethics Code, Sections 112.311-112.3261, Florida Statutes. Respondents should be aware that no Person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation may have any personal financial interest, directly or indirectly, with any vendor providing professional or other goods and/or services on work assigned to the Respondent, except as fully disclosed to and if approved by the City. No Person having such an interest shall be employed by the Respondent to work or consult on this project.

2.48. METHOD OF PAYMENT

The City complies with Sections 218.70-218.80, Florida Statutes (The Local Government Prompt Payment Act). Prompt payment is made within forty-five (45) days of the date on which proper invoicing is received for goods and services, and twenty-five (25) business days for construction services. These time limits will not apply if an invoice is improper/incomplete or is contested/ controverted.

2.49. OBJECTIONS AND PROTESTS

Pursuant to Section 2-815.1 of the City Code, Any responsible bidder, qualified bidder, or any qualified offeror, submitting a responsive bid or proposal, who is aggrieved in connection with the solicitation or the proposed award of a contract may file a written protest with the city clerk. The following procedures shall be used for resolution of protested formal solicitations and awards over the minimum bid amounts set forth in Section 2-812 the City Code, as amended:

1. *Protest of solicitations.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract over the minimum bid amounts set forth in Section 2-812 may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals. The protest shall be filed within five business for opening of bids or receipts of proposals.

2. *Protest of award.* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award to the City Council over the minimum bid amounts set forth in Section 2-812 of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

3. *Note no protest is provided in the City Code for contracts under the current minimum bid amounts set forth in Section 2-812 of the City Code, as amended*

2.50. TIE SOLICITATIONS

Whenever two or more Responses which are equal with respect to price, quality, and service are received by the City ("tie responses") for the purchase of commodities or contractual services, a Response electronically received first in time and verified by the Purchasing Director's office will be given preference in the award process.

2.51. INSURANCE

Each Respondent must provide proof of its ability to obtain insurance complying with the requirements specified in the Agreement. At a minimum, each Respondent shall submit an "Information Only Accord Certificate" demonstrating the Respondent's ability to obtain the required level of insurance. Certificates of insurance complying with the requirements in the Agreement do not need to be submitted with the Response; however, certificates of insurance will be required before the City executes the Agreement with the Contractor. The Contractor must submit, prior to signing the Agreement, Certificates of Insurance naming the City of Hialeah as an additional insured for the insurance required by this Solicitation. The Contractor must ensure that all required insurance coverage remains current and in effect throughout the remainder of the term of the Agreement.

All insurers must satisfy the applicable requirements set forth in the Insurance Requirements and Insurance Checklist found in the Response of this Solicitation. The City's Risk Manager must review and approve the insurers and the certificates of insurance before the City executes the Agreement with the Contractor.

2.52. SOLICITATION CONDITIONS

THE CITY'S RIGHTS

In its sole and absolute discretion, the City may: reject any or all Responses; cancel and re-advertise this Solicitation; postpone or cancel this Solicitation process at any time; or waive any minor irregularities, technicalities, omissions, or mistakes in this Solicitation or in any Response received by the City. These, by definition, can never change prices or give a Respondent an advantage or benefit over any other Respondents.

The City shall have the sole and absolute discretion to determine: the manner and extent to which the City will investigate a Respondent's qualifications; whether a Respondent is responsive and responsible; whether a Respondent will be awarded the Agreement; and whether any award will be made as a result of this Solicitation. In addition to these rights, the City reserves unto itself all other rights, privileges, and immunities provided by law, custom, Home Rule Powers, and regulations. The City expressly reserves the rights to reject some or all of the responses, to re-advertise/re-bid, and/or reject the award/execution of any Agreement.

In no event will any successful challenger of any decision taken by the City in this procurement process be automatically entitled to an award of the Agreement.

The submittal of a Response shall constitute an offer by the Respondent to provide the goods/services described in this Solicitation, subject to and in compliance with the requirements in the Agreement.

There shall be no contractual expectations as a result of the response being awarded. If a contract is fully executed then work under the contract may commence once the City issues a Work Order, Notice of Commencement or Notice to Proceed, as applicable.

BY SUBMITTING A RESPONSE, EACH RESPONDENT ACKNOWLEDGES AND AGREES THAT THE RESPONDENT ACCEPTS ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS IMPOSED ON THE RESPONDENT IN THIS SOLICITATION AND ANY APPENDED AGREEMENT (CONTRACT).

RULES, REGULATIONS, AND REQUIREMENTS

Each Respondent shall comply with all applicable laws, including but not limited to all local, state, and federal laws, codes, ordinances, rules, and regulations applicable to this Solicitation and the services required in the Agreement.

2.53. SOLICITATION SUBMISSION

Sealed Responses will be received for the Solicitation through the City of Hialeah e-Procurement Portal located at https://procurement.opengov.com/portal/cityofhialeahfl.

Each Response submitted to the City must include all of the original completed Response forms to include original electronic/digital signatures, and all of the information requested in the Response forms and this Solicitation. Responses may be considered "non-responsive" if the required information is not submitted with the Response, particularly with any "must" requirements that are stated in mandatory terms in the solicitation.

Before submitting a Response, each Respondent shall make all investigations and examinations necessary to determine whether any addenda to this Solicitation were issued by the City's Purchasing Department. It is the responsibility of the Respondent to ensure all addenda have been received before submitting a Response.

All responses should include ALL fees, including shipment, delivery, and related charges (if any). Shipments must be via "FOB Destination "arrangements.

2.54. LATE SUBMISSIONS

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections or in any other manner than as required in this Solicitation. The City of Hialeah strongly recommends completing and submitting your response well ahead of the deadline.

3. SPECIAL CONDITIONS

3.1. PURPOSE

The City of Hialeah, Florida (the "City") is soliciting Statements of Qualifications ("SOQ") from qualified Design-Build firms or teams ("Respondent") to provide comprehensive design and construction services for the Building Division & Associated Services Expansion of the City Hall Campus project under a firm budget and accelerated schedule, and on a progressive basis.

3.2. ADDITIONS

Either the City or the Respondents may add items, which are not covered or listed in the document, as follows:

Additional Request by the City: Any additional requests may be made by the City and will be done in writing, and shall be considered an amendment (addendum) to the document requirement.

Additional Request by the Respondent: The Respondent may include additional items not specified or addressed within the document requirements which do not constitute a material change or variance and do not conflict with law, this Solicitation, or long-standing city policies and practices . The Respondent when doing so shall submit all additions to the proposed items in writing concurrently with their submittal and identify that each item is an addition. Late additional requests will not be considered.

3.3. MINIMUM QUALIFICATIONS

Responses will be considered only from firms that are regularly engaged in the business of providing progressive design-build services as described in this Solicitation; that have a continuous record of performance for the last ten (10) consecutive years; and that have sufficient financial support, bonding capacity, resources, personnel, and organization to ensure that they can satisfactorily deliver the Building Division and Associated Services Expansion of the City Hall Campus within the established budget and schedule if awarded a Contract under the terms and conditions herein stated.

The Respondent must hold all required State of Florida, as well as any County and/or City certifications and licenses, applicable to perform the full design, engineering, and construction services for the City. The licenses must be valid and meet all requirements for the State of Florida. The Respondent must furnish proof of copies of all valid required State of Florida licenses (including General Contractor and Architectural/Engineering registrations) with the submittal in the Response section of this Solicitation. The Respondent shall furnish the City with a copy of any license renewal at the time the license is renewed.

Any Respondent that fails to satisfy the following minimum requirements may be deemed "NONRESPONSIVE":

A. The Respondent must qualify as a design-build firm under section 287.055(2)(h), Florida Statutes, and be authorized to transact business in Florida.

B. The construction qualifier must hold an active Florida certified general contractor license, and the architecture and engineering firms must hold all required Florida registrations and authorizations.

C. Respondent must be an active corporation or other incorporated business entity (e.g., LLC, etc.) in the State of Florida.
D. Respondent must hold a valid Business Tax Receipt (BTR).
E. The proposed team, collectively, must demonstrate at least two (2) completed or substantially completed design-build projects valued at $25 million or more, or containing at least 60,000 GSF, within the preceding ten (10) years.
F. The Respondent must submit a surety letter confirming preliminary capacity for performance and payment bonds equal to 100 percent of the contemplated construction amount, with a single-project capacity of at least $45,000,000 and adequate aggregate capacity from a Treasury-listed surety.
G. Respondent must provide three (3) references in the response section of this solicitation demonstrating completed public-sector civic, governmental administrative, institutional, or similarly complex office facility experience.
H. Respondent must list all current design and/or construction projects it, or its subsidiary(ies) or affiliate(s) are currently working on, their status, their contractual completion dates, and their currently anticipated completion dates. Respondent should disclose any key personnel it identifies in their response that are participating in current projects, what their role is, and how that role is expected to be affected by assignment to the subject project.

To be considered "RESPONSIBLE," the Respondent must meet the following requirements:
A. The Respondent must demonstrate the ability, capacity, resources, and technical skills necessary to perform the progressive design-build contract successfully.
B. The Respondent must possess sufficient financial resources and bonding capacity to fulfill the contract's obligations.
C. The Respondent must demonstrate the ability to perform the contract and achieve early occupancy within the specified timeframe, without undue delay or interference. The Respondent's current projects and capacity to take on this project will be part of this evaluation.
D. The Respondent's past performance on previous contracts, character, integrity, reputation, judgment, experience, and efficiency.
E. The Respondent team must not have a negative contract history with the City for the last five (5) years, including but not limited to lawsuits, disputes, breaches of contract, licensure suspensions, or stop-work orders on property within the city.
And, at minimum, the Respondent cannot have one (1) or more of the following circumstances:
A. Not have a member, principal, officer, or stockholder who is in arrears or in default of any debt or contract involving the City, is not a debtor or in default to the City; or is not a guarantor, maker, or surety upon any obligation to the City, and/or has failed to perform faithfully any contract with the City or any other public agency in Florida; or
B. Have no record of any pending lawsuit(s) with or against the City or unsatisfied civil judgments against the Respondent which may affect the performance of the services to be rendered herein or conviction(s) of criminal acts including, without limitation, any crimes involving fraud or moral turpitude, fraud, deceit, or have ever been declared bankrupt or had a receiver appointed over their property or been the subject of an assignment for the benefit of creditors in the past seven (7) years.
C. Not be on the convicted vendor list per "Public Entity Crimes", Section 287.133, Fla. Stat and/or the Discriminatory Vendor List", Section 287.134, Fla. Stat.
D. Not have been debarred within the past seven (7) years by any public agency in Florida.

3.4. AGREEMENT

The term of the Agreement shall commence upon execution and the City's issuance of the Phase 1 Notice to Proceed (NTP). The Agreement shall remain in full force and effect through the successful completion of both Phase 1 (programming, design, and preconstruction) and Phase 2 (construction, commissioning, and closeout), culminating in Final Completion and final acceptance of the Project by the City, plus the expiration of all applicable one-year warranty periods.
Progression from Phase 1 to Phase 2 is expressly contingent upon the successful negotiation and City Council approval of one or more Guaranteed Maximum Price (GMP) amendments within the established budget ceiling. The Design-Builder shall achieve full Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) no later than August 31, 2028, and Final Completion and closeout no later than October 31, 2028, unless otherwise extended by an approved written Change Order.
The City reserves the right to terminate the Agreement at the conclusion of Phase 1 if a mutually acceptable GMP cannot be reached within the City's aggregate $45 million ceiling.

3.5. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

A. Continued and current satisfactory performance compliance with the specifications, terms, and conditions established herein. Stated in other words there can be no breach or failure to perform this Agreement ; and

B. Availability and allocation of funds.

3.6. REFERENCES

Each Response shall be accompanied by a list of three (3) written references provided in the RESPONSE Section, which shall include the name of the company, dates of the contract, description of goods supplied, a contact person and the telephone number. The references may be either public or private entities. Do not include references from the City of Hialeah. **NO RESPONSE WILL BE CONSIDERED WITHOUT THIS WRITTEN LIST OF THREE (3) REFERENCES.**

3.7. RESPONDENT'S WARRANTY

The Respondent warrants that no one was paid a fee, commission, gift, compensation, remuneration, bonus, stipend, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

3.8. METHOD OF AWARD

The contract will be awarded by the City Council after reviewing the Mayor's recommendation. The Mayor's recommendation will be informed by the final scoring and ranking of the Proposals based on the established evaluation criteria, whether conducted by an Evaluation Committee or a single evaluator at the City's discretion. The City reserves the right, in its sole discretion, to reject any or all Responses and to waive any minor informality or

technicality in Responses received whenever such rejection or waiver is in the best interest of the City, consistent with applicable law. The City also reserves the right, in its sole discretion and to the extent permitted by law, to reject the Response of a Respondent who has previously failed to perform properly or complete on time contracts of a similar nature, or Response of a Respondent whose investigation indicates that it is not in a position to perform or fulfill the requirements of the contract.

All services provided to the City of Hialeah shall be rendered pursuant to a written contract in a form approved by the City. The City of Hialeah will not execute any contracts submitted by a Respondent.

3.9. SPECIFIC REQUIREMENTS IN AGREEMENT

The terms and conditions contained in this Solicitation shall govern the City's competitive procurement process. However, after the City and the Respondent execute the Agreement, the parties shall be governed solely by the terms and conditions set forth in the Agreement (Contract Documents).

3.10. NO WARRANTY CONCERNING CITY DATA

The data/information contained in this Solicitation, and any data/information that may be provided by an employee or agent of the City, are presented to the Respondents as a convenience only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this Solicitation or any other document. Respondents shall make no claim and will have no recourse against the City because of any such data/information that proves to be erroneous in any respect. **EACH RESPONDENT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING ALL OF THE RELEVANT FACTS THAT MAY AFFECT ITS RESPONSE.**

3.11. COST OF SOLICITATION PREPARATION

Each Respondent assumes all risks and shall pay all expenses associated with the preparation and submittal of a Response in response to this Solicitation. The City shall not be liable for any expenses incurred by the Respondent when responding to this Solicitation, including but not limited to the cost of travel, site visits, and making presentations to the City.

3.12. PROJECT MANAGER

Upon award, the Contractor(s) shall report and work directly with the designated Project Manager or any other designee for the City.

3.13. DELIVERY

The Successful Respondent shall make delivery of any item(s) ordered herein within the required period of time specified on the purchase order. Failure to deliver and respond as specified may be cause to deem the Successful Respondent in default. Shipments/delivery must be via Freight on Board ("FOB Destination") arrangements for the designated delivery destination(s) in the City agreed to by the parties.

3.14. FAILURE TO PERFORM

Should it not be possible to reach the Respondent/Contractor(s) and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor(s) in default of the contract, terminate the contract, and/or make appropriate reductions in the contract payment and exercise any other remedies available under Florida law . The City expressly reserves all of its rights and remedies in this respect.

3.15. MANUFACTURER'S NAME AND APPROVED INDUSTRY STANDARD EQUIVALENTS

Unless otherwise specified, any manufacturers' names, trade names, brand names, information, or catalog numbers listed in a specification are descriptive, not restrictive. The Respondent shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following:

- Equal in every important attribute, to include industry quality measurable standard, quality of product durability/reliability/dependability, and warranty coverage, and the delivery schedule.

- The Successful Respondent shall demonstrate compatibility/comparability, including appropriate catalog materials, literature, specifications, test data, etc. The City shall determine, in its sole discretion, subject to the concurrence of the Project Manager, whether equipment is acceptable as an equivalent.

- Where an equal is proposed, the Response shall be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of the unit proposed as an equal. Failure to do so at the time of Response submittal may deem your Response non-responsive.

3.16. COMPLETE SERVICES REQUIRED

The City shall be notified by the Contractor(s) upon completion of work. The City shall inspect and approve the same before authorizing payment. Work not satisfactorily completed shall be redone by the Contractor(s) at no additional charge to the City.

3.17. TERMINATION

FOR DEFAULT

If the Contractor(s) defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City and without recourse against the City. In such event, the Contractor(s) shall be liable for damages, including the excess cost of procuring similar supplies or services, provided that if (1) it is determined for any reason that the Contractor(s) was not in default or (2) the Contractor(s)'s failure to perform is without its and/or (either or both, as applicable) its sub-consultant's or subcontractor's control, fault, or negligence, the termination will be deemed to be a termination for the convenience of the City.

FOR CONVENIENCE

The City may terminate this Contract, in whole or in part, upon thirty (30) days' prior written notice when it is in the best interests of the City, for convenience, without any cause. If this Contract is for supplies, products, construction, equipment, goods and materials, or software, and is so terminated for the convenience of the City, the Contractor(s) will be compensated in accordance with an agreed-upon adjustment of cost. To the extent that this Contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those goods, services, construction, supplies,

products, equipment, goods, and materials, or software satisfactorily rendered or supplied prior to the effective date of termination.

3.18. CHANGE ORDERS

Any work that is estimated prior to commencement that exceeds or varies from the original scope of work shall require an approved change order. The change order must be pre-approved in writing by the City's project manager.

3.19. GUARANTEED RESPONSE TIMES

The Contractor shall guarantee a minimum and maximum response time in its submittal as requested to correct errors, defects, non-conforming work and/or materials, and situations that may warrant an immediate response.

3.20. CONTACT INFORMATION

The Contractor shall provide the City with the names and phone numbers of those persons to contact for a response to a request. The Contractor shall maintain 24 hours per day, 365 days per year, and the ability to respond when requested by the City. The list shall also include the names and phone numbers of the Contractor's authorized representative. The City shall also provide the Contractor a list of names and (cell) phone numbers of their authorized representatives.

3.21. GUARANTEED WORK

The Contractor shall guarantee all work performed as to the quality of the work and the compliance with all applicable codes, laws, and regulations. The Contractor shall guarantee all work performed for a period no less than one year from the date of acceptance. The guarantee is not a warranty; the guarantee applies to the workmanship and the proper methods of work. The guarantee will be that the Contractor at no cost to the City will perform inspections, testing, and necessary corrective measures.

Product Warranty: The Contractor shall be responsible for following and complying with all product manufacturers'' instructions to meet the requirements for product warranties. This applies to all products furnished by the Contractor or the City. All product warranties shall be turned over to the City upon completion of the job.

3.22. SUBCONTRACTORS

The Respondent shall furnish the Owner (to the attention of the City's Risk Management Division), the names of any subcontractors that will be performing work under the primary Respondent. Additionally, subcontractors must supply the primary Respondent with proof of proper insurance and licenses. The minimum licensing and insurance qualifications for the subcontractors shall be the same as the primary Respondent. The subcontractor shall be listed, and all required documents supplied, with the primary Respondent's original Response. Any and all subcontractors that the primary Respondent wishes to include in the future will be strictly subject to approval by the Owner.
The Respondent shall be responsible to comply with and fulfill all requirements for compliance with the conditions, procedures, and requirements of the contract and any and all special instructions, special conditions, policies, and scope of services. Verification of the Respondent being in compliance with all conditions and requirements will be made by the Owner's representative and must be obtained prior to

approval of payment for any rendered services.

3.23. NOTICE TO OWNER

The address that any and all Notices to Owner should be sent to is: **The City of Hialeah Purchasing Division 5601 E 8th Avenue, Building 4., Hialeah, Florida 33013**. Attention: **Purchasing Division Director Luis Suarez**. The primary contractor, any sub-contractor or any material supplier submitting a Notice to Owner must use the stated address. Each Notice to Owner must be satisfied prior to payment of invoices to the contract. A signed partial release of lien must be submitted along with the invoice for each payment request. Final payments will not be made until all signed builder or material release of liens and a final release of lien has been submitted. The primary contractor must notify the Owner of any notice or lien received from any sub-contractor equipment supplier or material supplier. The primary contractor is responsible to provide all release of liens from any contactor, sub- contractors, equipment supplier, material supplier and/or laborer that have filed a Notice to Owner with the City. The Director shall be furnished with a list of Sub-Contractors by the Contractor.

3.24. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract of the Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Contract and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing by the City.

3.25. ACCEPTANCE

The City will be deemed to have accepted the work after the Procurement Division is notified by the user department of its satisfaction of the work is completed. Risk of loss will only pass to the City following actual acceptance by the City. The work under this contract shall remain the property of the Contractor until the City accepts it. In the event the work furnished under this contract is found to be defective or does not conform to the specifications/scope of work, the City reserves the right to cancel the contract upon written notice to the Contractor and/or to direct the Contractor to promptly cure and furnish conforming work at no additional cost to the City and/or institute and maintain a civil action for specific performance, damages, and /or such other actions as the City determines are in its best interests.

3.26. CODES/REGULATIONS

It is the sole responsibility of the Contractor to comply with any and all applicable Federal, State, County, and City Laws, Codes, and Regulations including, without limitation, any and all Building, Life-Safety, Electrical, Environmental Codes and Regulations. The Contractor, vendor, consultant, lessee, or concessionaire (as applicable) understands that violation of this section shall be deemed a default under the terms of the Solicitation, contract, lease, or agreement (as applicable).

3.27. INFORMATION

All information, data, designs, plans, drawings, and specifications/scope of work furnished to or developed

for the City by the Contractor or its employees, pursuant to this contract, shall be the sole property of the City and all rights herein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

3.28. SUB-CONTRACTOR COMPLIANCE

All sub-contractors are obligated to, and will follow the same requirements, regulations, and procedures as the primary contractor. All work by any sub-contractor must be pre-approved by the Owner. The use of sub-contractors is only after receiving prior written approval from the City. Payment for services rendered by any approved sub-contractor requires approved compliance following the same terms and conditions as the primary contractor prior to payment with each payment request (invoice).

3.29. CLAIMS AND DISPUTES

If any major dispute arises between the City and Contractor regarding the meaning or requirements of any part of this Agreement and no agreement is reached; such dispute shall be submitted first to the Mayor of the City who shall make a final decision. If the Contractor disagrees with the decision, the Contractor may elect arbitration under the rules of the American Arbitration Association. Any dispute arising out of or relating to the Agreement shall be settled by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. The City and Contractor shall share equally the expense of an arbitrator and each party shall bear their own costs and attorney's fees. A major dispute is defined as a dispute with respect to material terms of this Agreement such as Contract Time, Contract Sum, Scope of Work, Experience of Workforce or Contractor, Quality or Performance of Work, Bond, Insurance or Indemnity that cannot be resolved amicably among the parties within a reasonable period of time. Pending resolution of a claim or dispute, unless otherwise agreed to by the parties, the Contractor shall proceed diligently with performance of the Agreement; provided the City is diligently performing all other obligations under the Agreement except those obligations that gave rise to the claim or dispute. Any other dispute shall be resolved by the City Project Manager, whose decision shall be binding on the City.

If the contractor desires to make a claim for enlargement to the Contract Time as a result of circumstances or events beyond the Contractor's control and not as a result of the Contractor's delay other than Force Majeure, written notice shall be given in a timely fashion prior to or contemporaneously with the event or circumstances that necessitates the claim; or within 7 days of the event. The Contractor's claim shall include a cost estimate and describe the probable effect of delay on progress of the Work.

3.30. CHANGE IN THE WORK

Changes to the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by written Change Order. A Change Order may represent a change in the Work, an adjustment in the amount of the Contract Sum and an adjustment in the Contract Time. No claims, demands or invoices whatsoever for extra work will be considered or paid unless provided in a written Change Order duly authorized and signed by the City. The City has administrative authority to execute Change Orders that do not exceed the contingency expenditures reserve amount of 10% of the Contract Sum. If the Change Order exceeds contingency reserves then such Change Order may require approval or authorization by resolution of the City Council and the Mayor. The Contractor shall not perform any change in the Work without first receiving a written, executed and valid Change Order. A Change Order is a written instrument prepared by the Contractor and signed by the City, stating their agreement upon all of the following: A change in the Work, the amount of the adjustment in the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

3.31. CONTRACT TIME AND EXTENSIONS

Contract Time:
The Respondent shall substantially complete all assigned Work within 90 calendar days from the issuance date of the Notice to Proceed by the City ("Performance Period"), unless the Performance Period is extended by Agreement, or divided into phases through GMP Amendments. The Respondent shall submit a performance schedule identifying the phases and progress of Work and providing a period of completion for each phase of work for review and acceptance by the City prior to commencement of Work. The Respondent shall pursue all phases of the Work diligently to completion as set forth in the approved performance schedule.

Contract Time Extensions:
The City may grant an extension of the Performance Period when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of response. The City may allow such extension of time only for delays occurring during the Performance Period or authorized extensions of the Performance Period. When failure by the City to fulfill an obligation under the Contract results in delays to the controlling items of work, the City will consider such delays as a basis for granting a time extension to the Contract.

The sum of the duration of the initial Indefinite Delivery/Indefinite Quantity (ID/IQ) contract and any optional contract extension shall not exceed five years.

3.32. DESIGN-BUILD SERVICES AND REQUIREMENTS

1. Phase 1 Services (Preconstruction and Design Development)

   A. **Design & Engineering:** Develop full architectural, structural, MEP, civil, landscape, and interior designs based on the Design Criteria Package.

   B. **Cost Estimating & Open-Book Pricing:** Provide iterative cost estimates at key milestones (30%, 60%, 90%) leading to a proposed Guaranteed Maximum Price (GMP).

   C. **Constructability & Site Logistics:** Conduct site investigations, utility mapping, constructability reviews, and phasing strategies to minimize disruption to existing civic operations.

   D. **Permitting & Approvals:** Coordinate with local, county, and state regulatory authorities to secure all required preliminary approvals.

2. Phase 2 Services (Construction and Commissioning)

A. **Construction Procurement & Execution:** Execute construction under an open-book GMP agreement upon approval by the City Council.

B. **Quality Control & Safety:** Maintain comprehensive quality assurance, quality control, and site safety management systems.

C. **Subcontractor Management:** Prequalify and competitively procure trade subcontractors.

D. **Commissioning & Handover:** Execute full building system commissioning, turnover documentation, and operational training for City personnel.

3. Required Disciplines

The Design-Builder's design team must include licensed and experienced professionals across the following core disciplines:

A. Architectural Design (Lead Architect of Record)

B. Structural Engineering

C. Mechanical, Electrical, Plumbing, and Fire Protection (MEP/FP) Engineering

D. Civil Engineering & Site Planning

E. Landscape Architecture

F. Building Technology, AV, and Security Systems Design

G. Sustainable Design & Energy Modeling

4. Owner-Controlled Work

The City reserves the right to separately procure or manage specific project scopes, including but not limited to direct purchase of long-lead equipment, specialty furniture, fixtures, and equipment (FF&E), dynamic public art, and specialized IT infrastructure integration.

5. Amounts Included in the Ceiling (GMP Structure)

The Guaranteed Maximum Price (GMP) shall include all costs required to complete design, construction, commissioning, and warranty services, including:

A. Cost of work (labor, materials, equipment)

B. Subcontractor costs

C. Design fees and professional service fees

D. Construction manager general conditions, overhead, and profit

E. Specified project contingencies

6. Owner Costs Outside the Ceiling

   The following items are excluded from the Design-Builder's GMP and will be managed directly by the City:

   A. Design Criteria Professional fees

   B. Independent third-party testing and special inspections

   C. City-held project contingencies

   D. Property acquisition or rights-of-way costs

7. No Price in the SOQ

   In accordance with F.S. § 287.055, Respondents **shall not** include any price, fee, or cost proposals within their Statement of Qualifications. Inclusion of pricing information shall be grounds for immediate disqualification.

8. Open-Book Requirements

   All bidding, subcontracting, material procurement, direct labor rates, and fee structures shall be fully open-book. The City and its authorized representatives shall have complete access to audit all project books, records, bids, and expenditure logs at any time during Phase 1 and Phase 2.

9. Required Project Schedule

   The project must achieve Substantial Completion in accordance with the established municipal schedule. Key target milestones are as follows:

   Project MilestoneTarget Completion DateRFQ IssuanceOctober 9, 2026Selection &

Design-Build Contract AwardDecember 8, 2026Phase 1 Completion & GMP AgreementMarch 1, 2027Construction Substantial CompletionAugust 31, 2028Final Acceptance & Building OccupancyOctober 31, 2028

10. Schedule Management

The Design-Builder shall utilize Critical Path Method (CPM) scheduling software (e.g., Primavera P6 or Microsoft Project) to provide monthly schedule updates, critical path analyses, and narrative reports monitoring project progress against target milestones.

4. SCOPE OF SERVICES

4.1. PROJECT VISION

The City of Hialeah seeks to construct the Building Division & Associated Services Expansion of the City Hall Campus, comprising approximately 98,000 gross square feet of modern, resilient, and highly functional administrative and civic space. The facility will primarily centralize public-facing municipal development-oriented services, enhance operational efficiency, and establish an inviting, modern civic presence.

4.2. SITE AND CONTEXT

The project is situated at the City's existing municipal civic site near Palm Avenue and East 6th Street, Hialeah, Florida. Design solutions must harmoniously integrate with existing municipal facilities while optimizing vehicular access, public parking, pedestrian circulation, and civic plaza connections.

4.3. REQUIRED OUTCOMES

1. A state-of-the-art facility reflecting the dynamic identity and growth of the City of Hialeah.

2. Streamlined workflows and departmental adjacency to improve public service delivery.

3. Structural and material design capable of withstanding extreme weather events and high civic foot traffic.

4. Flexible floor plans designed to accommodate future technological advances and departmental growth.

4.4. FUNCTIONAL GROUPS

The facility will house several key municipal departments and public interaction zones, including but not limited to:

A. Building Division & Permitting Center

B. Special Magistrate Chambers and support spaces

C. Finance & Revenue Collections Public Counters

D. Executive Leadership & City Administration

E. Public Meeting Spaces & Multipurpose Community Rooms

4.5. CODES, RESILIENCE, AND DURABILITY

All design and construction work must strictly comply with the latest edition of the Florida Building Code, High-Velocity Hurricane Zone (HVHZ) requirements, and local municipal land

development regulations. Materials and building envelope assemblies must be selected for maximum durability, low maintenance, and high thermal efficiency.

4.6. RESIDENT AND BUSINESS EXPERIENCE AND ACCESSIBILITY

The facility must feature intuitive wayfinding, universal accessibility exceeding basic ADA requirements, streamlined public service counters, secure queuing areas, and comfortable civic waiting zones designed to provide an efficient and dignified experience for residents and local business owners.

4.7. TECHNOLOGY, SECURITY, AND COMMUNICATIONS

The facility design must incorporate advanced technology infrastructure, including:

A. Integrated access control and IP surveillance systems

B. Modern structured cabling and enterprise Wi-Fi coverage

C. Audio-visual systems for public meeting spaces and conference rooms

D. Dedicated IT server room with redundant power and cooling

4.8. ENERGY AND OPERATIONS

The facility shall incorporate energy-efficient HVAC equipment, LED lighting with smart controls, low-flow plumbing fixtures, and high-performance building envelope systems aimed at reducing long-term lifecycle operating costs.

5. INSURANCE REQUIREMENTS

5.1. GENERAL CONDITIONS

Proof of insurance is not required to be prequalified under this RFQ. However, pool members will be required to submit a certificate of insurance meeting the following requirements for approval in the event of award recommendation and prior to commencing any work on City property.
The Risk Management Department has developed the following minimum insurance requirements to protect the City of Hialeah to the maximum extent feasible against any and all claims that could significantly affect the city's ability to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Department for review and approval. All City solicitation and contract documents shall include insurance provisions approved by the Risk Management Department.

The following insurance requirements are subject to change, on a project-by-project basis, as further defined in the WOPR or RFQ for that project.

5.2. INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with a rating of "A-" "X" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Hialeah Risk Management Department.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT
Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:
A. Workers' Compensation - Coverage A Statutory Limits (State of Florida or Federal Act)

Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for premises operations, Independent Contractors (O.C.P), elevators, supervision exclusion deleted, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:
A. Per Occurrence Limit - $1,000,000
B. General aggregate for bodily injury and property damage combined each occurrence - $2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:
A. Combined Single Limit (Each Accident) - $1,000,000

Subcontractor Provider Insurance

A. $1,000,000 General Liability
B. Statutory Limits for workers compensation
C. $1,000,000 Automobile Liability

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

Workers Compensation The standard form approved by the State of Jurisdiction.
Commercial General Liability ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.
Commercial Auto Liability ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.
Property Insurance As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 – Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

REQUIRED ENDORSEMENTS

The following endorsements with City approved language
A. Additional insured status provided on a primary and non-contributory basis for general and auto liability.
B. Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation
C. Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Hialeah by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however, this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium. Notices of Cancellation, Non-renewal, or Material Change must be provided to the following address:
CITY OF HIALEAH
RISK MANAGEMENT DEPARTMENT 501 PALM AVE, 3rd FLOOR
HIALEAH, FL 33010

All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

The City of Hialeah shall be named as a Loss Payee Endorsement for Builder's Risk / Installation Floater.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;
A. A Certificate of Insurance containing the following information:

1. Issued to entity contracting with the City
2. Evidencing the appropriate Coverage
3. Evidencing the required Limits of Liability required.
4. Evidencing that coverage is currently in force.
5. Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

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

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

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

6. EVALUATION CRITERIA

6.1. EVALUATION PROCEDURE

1. Evaluation Procedures

   A. The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFQ The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFQ. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources (including personnel and equipment), ability to respond to requests (including current commitments, missed commitments and response time), business history with the City, if any, as well as with all other public or private entities, and the required licenses and insurance.

   B. The City of Hialeah shall be the sole judge in determining Proposer responsiveness.

2. Method of Evaluation

   An Evaluation Committee, appointed by the Mayor or designee, will evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee or evaluator.

   In evaluating the submittals received, the Evaluation Committee may review and score them with or without conducting interviews or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions/oral presentations before the Evaluation Committee.

   At the conclusion of the evaluation process, the Evaluation Committee or evaluator will score each individual Proposer based on the Evaluation Criteria outlined in this Solicitation. The evaluator or each member of the committee will tally the criteria points assigned to each Proposer. The Procurement Division will then tabulate the scores assigned by the evaluator or each committee member to develop a Total Aggregate Score for each Proposer.

The Purchasing Division Director will review the recommendation of the Evaluation Committee and submit a final recommendation to the Mayor who shall make the City's formal recommendation to the City Council for approval.

6.2. EVALUATION CRITERIA

Responsive SOQs will be evaluated and scored by the Selection Committee based on the evaluation criteria outlined below (100 Point Scale):

Evaluation Criteria Category	Point Value
Firm Qualifications & Specialized Experience Demonstrated success with similar municipal administrative facilities, HVHV design-build projects, and commercial structures of ~98,000 GSF.	**30 Points**
Key Personnel & Team Qualifications Qualifications, licensing, and experience of the Project Manager, Lead Architect, Construction Superintendent, and Key Subconsultants.	**25 Points**
Design-Build Approach & Project Understanding Depth of understanding of project goals, site context, resilience needs, cost control, and open-book GMP procedures.	**25 Points**
Schedule & Workload Capacity Ability to meet project schedule constraints, current firm workload, and local resource availability.	**15 Points**
Financial Stability & Past Performance Financial viability, bonding capacity, claims history, and client reference feedback.	**5 Points**
TOTAL MAXIMUM SCORE	**100 Points**

7. STATEMENT OF QUALIFICATIONS

1. PROPOSER'S ACKNOWLEDGEMENT AND CERTIFICATION STATEMENT*

Please download the below documents, complete, and upload.

- PROPOSER'S_ACKNOWLEDGEMENT_...

*Response required

2. INSURANCE REQUIREMENTS*

Please download the below documents, complete, and upload.

- City_Insurance_-_RFQ_-_26-2...

*Response required

3. EXPERIENCE AND QUALIFICATIONS

*3.1. State Licenses and Certifications**

Upload proof that the Design-Builder (or its core joint-venture entities) holds active licenses to practice as a General Contractor (CG) and Architectural/Engineering Firm in the State of Florida pursuant to Florida Statutes Chapters 471, 481, and 489.
*Response required

*3.2. Corporate Registration and Business Tax Receipt (BTR)**

1. Corporate Registration and Business Tax Receipt (BTR)*

2. Upload proof of active corporate registration (e.g., LLC, Inc.) with the State of Florida Division of Corporations (Sunbiz) and a valid local Business Tax Receipt.

*Response required

*3.3. Surety / Bonding Capacity Letter**

Upload a surety letter confirming preliminary capacity for performance and payment bonds equal to 100 percent of the contemplated construction amount, with a single-project capacity of at least $45,000,000 and adequate aggregate capacity from a Treasury-listed surety.
*Response required

4. STATEMENT OF QUALIFICATIONS (SOQ)

*4.1. 35-Page Statement of Qualifications**

Upload your complete Statement of Qualifications here as **one searchable PDF**.
Formatting: Maximum 35 numbered pages (excluding covers, tabs, forms, and financial statements uploaded elsewhere). Use letter-size pages, minimum 10-point font, and PDF bookmarks. Resumes and project sheets are limited to two pages each. **DO NOT include**

uncompensated design work, fees, rates, or any pricing.

1. Comparable design-build and civic facility experience
2. Team, key personnel, and capacity
3. Project understanding and technical approach
4. Accelerated schedule and early occupancy
5. Budget, preconstruction, and cost control
6. Past performance and participation

*Response required

5. COMPLETED PROJECT #1

To establish responsibility, the proposed design-build team, collectively, must submit proof that it has completed or substantially completed at least two (2) design-build projects valued at $25 million or more, or containing at least 60,000 gross square feet (GSF), within the preceding ten (10) years.
Additionally, the team must demonstrate completed public-sector civic, governmental administrative, institutional, or similarly complex office facility experience. These reference projects may have been performed for Florida cities, counties, other governmental agencies, or private-sector equivalents, provided the scale and complexity match the required criteria. Do not include reference projects performed for the City of Hialeah.

*5.1. Contact Information**

The name, telephone number, and email address (if available) for your client's contact person or representative for each contract;
*Response required

*5.2. A narrative description of the services performed.**

*Response required

*5.3. Contract Duration**

*Response required

*5.4. Dollar Amount of Contract**

*Response required

6. COMPLETED PROJECT #2

To establish responsibility, the proposed design-build team, collectively, must submit proof that it has completed or substantially completed at least two (2) design-build projects valued at $25 million or more, or containing at least 60,000 gross square feet (GSF), within the preceding ten (10) years.
Additionally, the team must demonstrate completed public-sector civic, governmental

administrative, institutional, or similarly complex office facility experience. These reference projects may have been performed for Florida cities, counties, other governmental agencies, or private-sector equivalents, provided the scale and complexity match the required criteria. Do not include reference projects performed for the City of Hialeah.

6.1. *Contact Information**

The name, telephone number, and email address (if available) for your client's contact person or representative for each contract.
*Response required

6.2. *A narrative description of the services performed.**

*Response required

6.3. *Contract Duration**

*Response required

6.4. *Dollar Amount of Contract**

*Response required

6.5. *Contact Information**

Name telephone number and email address for your client's contact person or representative for each contract.
*Response required

6.6. *A narrative description of the services performed.**

*Response required

6.7. *Contract Duration**

*Response required

6.8. *Dollar Amount of Contract**

*Response required

7. LITIGATION AND DEBARMENTS

7.1. *Litigation and Debarments**

To be establish responsibility the Respondent cannot have one (1) or more of the following circumstances.
A. Not have a member, principal, officer, or stockholder who is in arrears or in default of any debt or contract involving the City, is not a debtor or in default to the City ; or is not a , guarantor, maker, or surety upon any obligation to the City, and/or has failed to perform faithfully any contract with the City; or

B. Not have any record of any pending lawsuit(s) **or** unsatisfied civil judgments against the Respondent **or** conviction(s) of criminal acts including, without limitation, any crimes involving fraud or moral turpitude, fraud, deceit, or have ever been declared bankrupt or had a receiver appointed over their property or been the subject of an assignment for the be benefit of creditors in the past seven (7) years.

C. Not be on the convicted vendor list per "Public Entity Crimes", Section 287.133, Fla. Stat and/or the Discriminatory Vendor List", Section 287.134, Fla. Stat. or.

D. Not have been debarred within the past seven (7) years by any public agency in Florida

These findings of responsibility will apply jointly and severally to the Respondent as a business entity and to a member, principal, officer, or stockholder of the Respondent.

RESPONDENT MEETS ONE (1) OR MORE OF THE FOLLOWING CIRCUMSTANCES.

☐ Yes
☐ No

*Response required

*7.2. DOES THE PROPOSER MEET ONE (1) OR MORE OF THE CRITERIA LISTED**

☐ Yes, the proposer meets one (1) or more of the criteria are met.
☐ No, the proposer meets none of criteria listed above.
*Response required

8. REFERENCES

Respondents must provide three (3) distinct references using the "Reference Survey" form included as Attachment "B" of this solicitation. The Reference Survey must be completed and signed by the referencing entity (the former client). The Respondent must upload the completed surveys here. The City will contact these references to validate the information provided. Do not include the City of Hialeah as a reference.

*8.1. Completed Reference Survey #1**

Please upload the first completely filled-out Reference Survey.
*Response required

*8.2. Completed Reference Survey #2**

Please upload the second completely filled-out Reference Survey.
*Response required

*8.3. Completed Reference Survey #3**

Please upload the third completely filled-out Reference Survey.
*Response required

9. CURRENT PROJECTS AND WORKLOAD

*9.1. LIST OF CURRENT PROJECTS **

Upload a list of your firm's current projects, status, contracted completion dates, anticipated completion dates, and indicate which Key Personnel proposed for the Building Division & Associated Services Expansion of the City Hall Campus are actively involved in these ongoing projects.
*Response required

10. CERTIFICATION OF SOLICITATION

*10.1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required