



## REQUEST FOR QUALIFICATIONS

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### Homeownership Maintenance Counseling Services

**RFQ No. 04-15-16**

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#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

DECEMBER 2, 2015 AT 12:00PM

#### RESPONSE SUBMISSION DATE AND TIME

DECEMBER 14, 2015 AT 3:30PM (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 04-15-16**.

Contact Person: Alberto Destrade, Purchasing Manager  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Qualification Proposals from qualified and experienced Vendors to provide Homeownership Maintenance Counseling Services for homeowners for the City of North Miami as described throughout this Solicitation.

Please submit one (1) original bound Proposal, one (5) complete copies of the original Proposal and (1) USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly thereafter a public opening will take place in the Office of the City Clerk at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals:

**"IMPORTANT, SOLICITATION ENCLOSED"**

**Homeownership Maintenance Counseling Services**

**RFQ No. 04-15-16**

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

Event	Date	Time
Advertisement Date:	November 24, 2015	
Non-Mandatory Pre-Proposal Conference:	Not-Applicable	10:00am
Last Date for Receipt of Written Questions:	December 2, 2015	12:00pm
Opening of Solicitation:	December 14, 2015	3:30pm
City Council Contract Approval Date:	To Be Determined	

*(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Orvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192, Code of Silence, prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,  
Alberto Destrade,  
Purchasing Manager

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All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-14 References

# SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

## 1.1 **DEFINITIONS**

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Vendor.
- c) "**Vendor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Vendors, consultants, organizations, Respondents or other entities submitting a response to this RFQ.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work or Services to be performed by the Vendor under Contract.
- h) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- i) "SubVendors" or "Subconsultant" to mean any person, Respondent, entity or organization, other than the employees of the Vendor, who contracts with the Vendor to furnish labor, equipment, services, and materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Vendor.
- j) "Work" or "Services" means the provision of Homeownership Maintenance Counseling Services in accordance with this RFQ and subsequent contract documents.

## 1.4 **CITY OVERVIEW**

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning,

code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, 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.

## 1.5 **INVITATION**

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

## 1.6 **PUBLIC ENTITY CRIMES AFFIDAVIT**

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

## 1.7 **PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent 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 Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent 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. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

## 1.8 **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 Subconsultants 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 Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

#### **1.9 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 of the City Code, upon the recommendation of the Procurement Manager, the City Manager may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for 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 sub consultants 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 Work or material furnished.

#### **1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the Purchasing Department for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be communicated in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **1.11 ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this RFQ and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

#### **1.12 ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com). 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 responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.**

#### **1.13 CANCELLATION OF THE SOLICITATION**

The City Manager reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

#### **1.14 PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Qualifications. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

*Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.*

#### **1.15 CONTRACT**

The selected Respondent understands that this Solicitation or its response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent may be required to sign a Contract which the city determines to be fair, competitive and reasonable.

**1.16 DEVELOPMENT COSTS**

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

**1.17 TAX EXEMPT STATUS**

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

**1.18 RESPONSE SUBMISSION AND OPENING**

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

**1.19 ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

**1.20 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

**1.21 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, 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 to the Solicitation, 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. Responses will be made available for public inspection at the time the City posts

notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

**1.22 REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Qualifications for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity 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.

**1.23 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Qualifications, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

**1.24 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFQ. A responsive Proposal is one which follows the requirements of the RFQ, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

**1.25 CITY COUNCIL REVIEW**

The Purchasing Manager will report the result of this RFQ to the City Manager for final approval in accordance with the City’s Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Qualifications.

**1.26 THE CITY OPTIONS**

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

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

#### **1.27 CONTRACT AWARD**

The City Manager anticipates multiple awardees, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Contractor shall submit documentation reflecting any required insurance coverage. The Contract or Solicitation number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **1.28 PROPOSAL SUBMITTAL/ADDENDUMS**

All Qualifications submitted shall include the completed forms and all required product information and any other items as indicated. Qualifications may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

#### **1.29 NON-RESPONSIVE QUALIFICATIONS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Qualifications include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Qualifications wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and

Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Qualifications may also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

#### **1.30 CONE OF SILENCE**

This RFQ is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFQ, RFP and IFB after the advertisement of said RFQ, RFP or IFB. At the time of imposition of the cone of silence, the Manager of the Purchasing Department or designee shall provide for public notice of the cone of silence. The Manager of the Purchasing Department shall issue a written notice thereof to the affected Departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFQ, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFQ, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

#### **1.31 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the City Manager (**See "Form A-6"**).

#### **1.32 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the

City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFQ.

### **1.33 EXCEPTION TO THE RFQ**

Respondents may take exceptions to any of the terms of this RFQ unless the RFQ specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Qualifications, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFQ. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

### **1.34 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Qualifications will be available for public inspection after opening of Qualifications, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

### **1.35 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall Respondent in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission,

that is appropriate for the goods, services or construction to be purchased; or

- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

### **1.36 RULES, REGULATED AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

### **1.37 COMMUNITY BENEFITS PLAN**

The Contractor may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor may be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

### **1.38 MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Qualifications will be permitted after the date and hour of the Proposal opening.

**1.39 TRUTH IN NEGOTIATION STATEMENT**

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

**1.40 REVIEW OF SOLICITATIONS**

The City Manager will not allow any request for documents or reviews of submittals until thirty days after Qualifications are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

**1.41 LATE SUBMISSIONS**

The City Manager will not accept Qualifications received after opening time and encourages early submittal.

**1.42 SOLICITATION OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Qualifications will be announced at the Proposal Opening. Proposal will be read in the City Clerks Office located on the 1<sup>st</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

**1.43 ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.44 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

**1.45 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Work into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**1.44 EOP UTILIZATION REPORT**

Manual will be provided upon request.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

City of North Miami is seeking qualified agency/agencies to provide Homeownership Maintenance Counseling Services. The awarded agency/agencies will provide housing counseling services for residential rehabilitation program to the participants (homeowners) through the Façade Grant. The number of counseling service sessions shall be for approximately 80 single family homes.\*

Participants (homeowner) must attend housing counseling on housing maintenance and budgeting prior to project approval.

### **2.2 TERM OF CONTRACT:**

The contract shall be for a period of twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. Option to renew is the sole discretion of the City. Annual renewals shall be subject to appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City.

Award shall be to one or more vendors, at the discretion of the City.

### **2.3 PRE-PROPOSAL CONFERENCE – NON-MANDATORY**

Intentionally Omitted

### **2.4 METHOD OF AWARD**

See section 4 for method of evaluation and award

### **2.5 INDEMNIFICATION AND INSURANCE**

**Respondents must submit with their responses,** proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

#### **2.5.1 COMMERCIAL GENERAL LIABILITY**

With minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury and medical expense

#### **2.5.2 PROFESSIONAL LIABILITY (Errors and Omissions)**

**\$1 Million minimum limit** covering any errors or omissions of the company/broker in the performance of professional services. The Self Insured Retention shall not exceed \$25,000.

#### **2.5.3 COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased.

#### **2.5.4 WORKER'S COMPENSATION**

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Vendor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Vendor.

The Vendor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Vendor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Vendor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Vendor or its employees, agents, servants, partners principals or Subcontractors.

Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

**The Vendor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.**

## **2.6 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Vendor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or revise such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Vendor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Vendor to discontinue all Work under Contract. The Vendor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Vendor under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Vendor.

## **2.7 METHOD OF PAYMENT: PAYMENTS FOR WORK COMPLETED**

The City shall provide payment for Work completed by the awarded Agency. The Agency shall provide fully documented invoices that are based on each participant (homeowner) who has completed a counseling session with the Agency that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has approved the services. The agency shall send a monthly invoice to the City.

All invoices shall contain the following basic information:

### **2.7.1 Vendor Information:**

- The name of the business organization as specified on the Contract between City and Vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with the State

### **2.7.2 City Information:**

- City Purchase Order Number

### **2.7.3 Pricing Information:**

- Unit price of the goods, Services
- Extended total price of the Services
- Applicable discounts

### **2.7.4 Goods or Services Provided per Contract:**

- Description
- Quantity

### **2.7.5 Delivery Information:**

- Delivery terms set forth within the City Purchase Order
- Location and date that Services are provided

### **2.7.6 Failure to Comply:**

- Failure to submit invoices in the prescribed manner will delay payment.

## **2.8 FEDERAL AND STATE REGULATIONS**

The Vendor(s) shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

## **2.9 ACCEPTANCE OF SERVICES BY THE CITY**

The Services to be provided hereunder shall be delivered or provided for the City, in full compliance with the specifications and requirements set forth in the Contract. If a Vendor-provided product or Service is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned or Services refused, at Vendor expense. At the City's own option, the Vendor shall either provide a direct replacement for services, or provide a full credit for the Service. The Vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

## **2.10 COMPLETION OF WORK**

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the City of the delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City.

Should the Vendor(s) to whom the Contract(s) is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the Vendor and to secure the Services of another Respondent to complete the Work. If the City exercises this authority, the City shall be responsible for reimbursing the Vendor for Work which was completed and found acceptable to the City in accordance with the Contract specifications. The City may, at its option, demand payment from the Vendor, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Vendor. If the incumbent Vendor fails to honor this invoice or credit memo, the City may terminate the Contract for default.

## **2.11 WORK ACCEPTANCE**

Monthly report shall be submitted by the Vendor to the authorized representative of the City. This report must be submitted with invoice for acceptance and payment of Services.

## **2.12 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under Contract shall be in accordance with all governmental standards for said services.

## **2.13 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The Vendor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents. All corrections shall be made within seven (7) calendar days after such deficiencies, and/or non-conformances are verbally reported to the Vendor by the City's project administrator, who may confirm all such verbal reports in writing. The Vendor shall bear all costs of correcting such rejected Work. If the Vendor fails to correct the Work within the period specified, the City may, at its discretion, notify the Vendor, in writing, that the Vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Vendor fails to correct the Work within the period specified in the notice, the City shall place the Vendor in default.

## **2.14 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in this Proposal the Vendor shall furnish the following, including but not limited to, all labor, material, equipment, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the approval of the City's Project Manager.

## **2.15 LICENSES, PERMITS AND FEES**

The Vendor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Vendor for failure to obtain required licenses, permits or fines shall be borne by the Vendor.

## **2.16 OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

## **2.17 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

The Respondent is required to identify any and all subcontractors and/or suppliers that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be performed by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all subcontractor(s) in the Proposal, the Respondent may be allowed to submit this documentation to the City during the Proposal evaluation period if such action is in the best interest of the City.

## **2.18 WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the Proposals by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

## **2.19 COUNCIL MEETING**

Vendor(s) must be available to attend City Council meetings when required. Vendor(s) must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

## **2.20 CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Manager, Alberto Destrade via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Proposal Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

\*The Miami Herald advertisement dated October 14, 2015 stated incorrectly that it would be approximately 80 homes, it is actually estimated at 50 single family homeowners.

**END OF SECTION**

**SECTION 3.0**  
**SCOPE OF SERVICES /TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The awarded agency/agencies will provide the following scope of services:

- 1) 2-4 hours counseling session on basic home maintenance (Air Conditioning, plumbing, weatherization, housekeeping)
- 2) Energy saving tips
- 3) Budgeting
- 4) Counseling session will be scheduled by agency on an as needed basis and conducted at a City of North Miami location.
- 5) Provide the City with monthly report of participants (homeowners) who completed the counseling session along with invoice.

**END OF SECTION**

## **SECTION 4.0**

### **EVALUATION/SELECTION PROCESS**

#### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the lowest responsible and responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

#### **4.2 MINIMUM REQUIREMENTS**

To be eligible to respond to this Solicitation, the Respondent must be licensed by the State of Florida and demonstrate sufficient capacity, resources and experience to provide said Services pursuant to all applicable sections under Article XXXVIII, Florida Statutes. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and may not be evaluated / scored.

- 4.2.1** The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.
- 4.2.2** All vendors maintaining a business address within the City of North Miami or Miami-Dade County must have and provide a copy of a current Business Tax Receipt pursuant to Chapter 205.065, Florida Statutes. The Vendor should provide a copy of its Business Tax Receipt with the proposal submittal. Failure to do so may result in your proposal being deemed non-responsive.
- 4.2.3** References at a minimum: Proposer must provide at least three (3) references of local government clients or non-governmental clients to which it has provided the Services requested in this solicitation. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

#### **4.3 EVALUATION PROCESS**

A selection/evaluation committee appointed by the City’s Purchasing Department shall review the responses to this Solicitation for compliance with the Solicitation requirements and provide an objective evaluation of all Respondents for selection (“Evaluation Committee”). The Evaluation Committee will be comprised of appropriate City personnel from multiple Departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation Committee is balanced with regard to both ethnicity and gender. The Evaluation Committee’s evaluation of Respondents shall be on the basis of the selection criteria listed below.

#### 4.4 **SELECTION CRITERIA**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent(s) will be determined by using a combination of Respondent’s total scores for criteria listed. The City will put each Proposal through a process of evaluation to determine the Respondent’s responsiveness to City’s needs. Criteria to be considered include:

<b>Criteria</b>	<b>Maximum Points</b>
Qualifications and Experience	30
Methodology and Approach to the Project	20
Price Proposal (Fee Schedule)	20
References (Use Contract Form A-14)	30
<b>Evaluation Score:</b>	<b>100</b>

#### 4.5 **NEGOTIATIONS**

The City may recommend for award Proposer(s) based on the scores of the selection criteria, without discussions.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

4.5.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.5.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of

Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

### **5.1 GENERAL INSTRUCTIONS**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on a USB Drive in adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

#### **5.1.1 COPIES**

Submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive.

#### **5.1.2 DIGITAL COPY**

Submit One (1) USB flash drive of your original Proposal. Clearly label digital copy with Solicitation Number, Title and Company Name.

#### **5.1.3 SUBMISSION**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Office of the City Clerk by a member of the Purchasing Department.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED**

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (Please clearly mark Proposal).

## **5.2 PROPOSAL FORMAT**

The Proposal must be in the following format. Failure to include responses to items in this Section 5.2 may result in the proposer being deemed non-responsive and resulting in the Proposal not being considered.

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

### **LABEL EACH SECTION AS NUMBERED**

#### **1. COVER PAGE FORM**

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address. The Respondent shall identify one person of authority that will receive all notifications and will be contacted directly by the City as needed in reference to this Solicitation.

#### **2. SUBMITTAL CHECKLIST**

The Submittal Checklist shall be submitted as part of this Solicitation. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

#### **3. LICENSING/CERTIFICATIONS**

Provide copies of all licenses requested for the Project/Services, if applicable, of this Solicitation.

#### **4. REFERENCES**

Respondent must provide at least three (3) references, of work performed within the last five (5) years, preferably from government agencies related to contracts of similar scope and magnitude as described in this Solicitation. Experience will not be considered unless complete reference data is provided. Use Contract Form A-14.

### **5.3.5 QUALIFICATION AND EXPERIENCE**

The Respondent shall provide a Narrative Description of the company and the project. Included as part of the narrative shall be the following information

- Proposer's relevant experience, qualifications and past performance
- Provide a statement of qualifications for your organization

- Provide a statement of the size of your organization
- Provide a description of services provided by your organization
- Provide resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of this Solicitation documents.
  - The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

### **5.3.6 METHODOLOGY & APPROACH TO THE PROJECT**

Proposers approach methodology to providing the services requested in this Solicitation:

- 1) Provide session (counseling) outline and a schedule of the proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the counseling services.
- 2) Overall organization to completing the Project.

### **5.3.7 PRICE PROPOSAL (FEE SCHEDULE):**

Respondent must provide the proposed service fees for each participant who completes the session. (Appendix A: Price Proposal)

## **CONTRACT FORMS**

Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non-Collusive Proposal Certificate

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addends at:

[http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)).

**END OF SECTION**

**SECTION 6.0  
ATTACHMENTS, FORMS  
& APPENDIX**





**COVER PAGE & CONTACT PERSON INFORMATION**

**HOMEOWNERSHIP MAINTENANCE COUNSELING SERVICES  
RFQ 04-15-16**

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Proposer(s): \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee Identification  
(FEIN) Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Persons Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_



**Appendix A**  
**PRICE PROPOSAL FORM**

**HOMEOWNERSHIP MAINTENANCE COUNSELING SERVICES**

**RFQ 04-15-16**

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

**Counseling Services**

1.) One session 2-4 hours \$ \_\_\_\_\_

1. The price listed in the Price Proposal Form shall include the total cost to complete the services for one homeowner counseling session including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.
2. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (120) days from the deadline for receipt of Proposals and understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

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

\_\_\_\_\_  
Name: (Please Print)

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

**PROPOSAL SUBMITTAL CHECKLIST**

**HOMEOWNERSHIP MAINTENANCE COUNSELING SERVICES  
RFQ 04-15-16**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

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

Each item listed below should immediately follow this checklist, in said order:

No.	Minimum Requirements	Checklist
1.)	State of Florida active Sunbiz Report	<input type="checkbox"/>
2.)	Professional Licenses/Certifications/Business Tax Receipt	<input type="checkbox"/>
3.)	References (City Form A-14)	<input type="checkbox"/>
Narrative Description		
4.)	Qualification & Experience	<input type="checkbox"/>
5.)	Methodology & Approach to the project	<input type="checkbox"/>
6.)	Price Proposal (Fee Schedule)	<input type="checkbox"/>

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete	<input type="checkbox"/> Other: _____
Comment: _____		



**CITY FORMS CHECKLIST**

**HOMEOWNERSHIP MAINTENANCE COUNSELING SERVICES**

**RFQ 04-15-16**

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Each item listed below should immediately follow this checklist, in said order:

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
2.)	A-2 Non- Collusive Proposal Certificate	<input type="checkbox"/>
3.)	A-3 Local Preference Affidavit <i>(optional)</i>	<input type="checkbox"/>
4.)	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	<input type="checkbox"/>
5.)	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	<input type="checkbox"/>
6.)	A-7 Insurance Requirements	<input type="checkbox"/>

All of the City’s Forms can be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete	<input type="checkbox"/> Other: _____
Comment: _____		