



## **REQUEST FOR PROPOSAL**

**RFP NO. 18-12-13**

### **DESIGN-BUILD SERVICES FOR**

### **A COMMUNITY PARK**

**(aka Rucks Park; former Rucks Wastewater Treatment  
Plant Site with a Nursery Area)**

**RESPONSES ARE DUE NO LATER THAN**

**Tuesday, May 14, 2013 at 3:00 PM (Local Time)**

**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 proposer. 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.

Contact Person: Ruby C. Johnson

Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



**SUBJECT:** The City of North Miami is requesting proposals from qualified and experienced Design-Build Firms ("Firms") to provide comprehensive design-build services for a community park ("Project") currently known as Rucks Park, to include among other things, a spray ground, basketball courts, a multipurpose field, a concession stand, restrooms, playgrounds, bleachers, fitness stations, a storage area, pavilions, furnishings, sports lighting, sidewalks, fencing and paved parking spaces located on 6.28 acres of land, known as the former Rucks Wastewater Treatment Plant/Pioneer Gardens site, that is situated at NE 5<sup>th</sup> Avenue and NE 137<sup>th</sup> Street in North Miami, Florida which contains known contaminants. The site must be raised to a minimum elevation of 8.00 feet without violating existing easements and without prohibiting access to major underground utilities and appurtenances. The Project must also eliminate historic flooding issues.

Please submit an original proposal, one (1) CD or USB Flash Drive and five (5) copies in response to this Request for Proposal (RFP). The Proposals are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFP no later than 3:00 P.M. local time, **May 14, 2013**. 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:

**RFP No. 18-12-13**  
Design-Build Services for  
A Community Park (Rucks Park)

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

<b>Issue Date:</b>	<b>March 26, 2013</b>
<b>Cut- off Date for Questions:</b>	<b>May 1, 2013</b>
<b>Opening of Proposals:</b>	<b>May 14, 2013</b>
<b>Proposals Evaluations:</b>	<b>May 16 – May 24, 2013</b>

A 100% Performance Bond and a 100% Bid Bond is a requirement of this RFP.

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

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference will be held on, **April 16, 2012 at 10:00 AM** at North Miami City Hall 776 N.E. 125<sup>th</sup> Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation.

Design Build Firms are requested to bring this solicitation document to the conference, as additional copies will not be available.

Copies of this RFP Document may be obtained by contacting Demandstar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 18-12-13 or may be purchased for a non-refundable fee of \$75.00 from the Purchasing Department.

The City of North Miami reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications and to make awards in the best interest of the City.

Please be advised that solicitations(s) issued are subject to the City of North Miami Code prohibiting certain communications with the City as completely specified in Section 6 of this RFP.

We look forward to your active participation in this solicitation.

Sincerely,

*Ruby C. Johnson*

Ruby C. Johnson, CPPO  
Purchasing Director

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## **Required Forms**

The following forms are required to be submitted with this RFP.

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Sub-Contractors
Form-A-9	Bid Bond
Form A-10	Performance Bond
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 RFP documents signed and notarized as required. Emailed forms will not be accepted.**

## **Attachments**

Attachment A	Site Assessment Report Addendum # 5 dated February 25, 2013
Attachment B	Site Survey
Attachment C	Sample Design Build Agreement

## **SECTION 1 INTRODUCTION**

The City of North Miami (City) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from one single administrative entity ("Firm" or "Proposer" or "Design-Builder") responsible for design and construction under one contract to develop a community park (Rucks Park) where services within the scope of practice of architecture or professional engineering and within the scope of construction contracting are required.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

The successful Bidder will 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 Code. The successful Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder

### **1.1 Overall Design Criteria**

Firms are to provide comprehensive design-build services to develop an ADA compliant community park to include, among other things, a spray ground, basketball courts, multipurpose field, a concession stand, restrooms, playgrounds, bleachers, fitness stations, a storage area, shelters, pavilions, furnishings, sports lighting, sidewalks, fencing, landscaping, and parking located on 6.28 acres of land that is situated at NE 5<sup>th</sup> Avenue and NE 137<sup>th</sup> Street in North Miami, Florida which contains known contaminants. Subject to permitting, this land shall be raised to a minimum elevation of 8.00 feet without violating existing easements and without prohibiting and/or restricting the access to major existing underground utilities and appurtenances at the proposed site. Also, historical flooding in the area shall be corrected by the Project.

### **1.2 Design-Builder Obligations**

The Design-Build Firm shall be responsible for all work, including but not limited to, survey, geotechnical investigation, design, acquisition of all permits not already acquired by the City any and all information required to modify permits acquired by the City, demolition, environmental compliance, paving, grading, drainage, and construction on or before the Project completion date ("Contract Time") set under the contemplated Design-Build Contract. The Design-Build Firm will coordinate, among other things, all utility work, easements, public information meetings, and with other agencies and entities such as state and local governments. The Design-Build Firm shall also be responsible for procuring any and all necessary environmental approvals to develop the site as a park, to resolve the historical flooding issues, and to access additional funding for development, where available.

The Design-Build Firm is responsible for coordinating with any and all agencies any engineering/architectural/construction information related to evaluations and reevaluations, including entities such as state and local governments. The Design-Build Firm will not be compensated for any additional costs or time associated with

evaluations and reevaluation(s) resulting from the proposed design and construction of the park.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

The Design-Build Firm shall examine boring data, reports, and record drawings, where available, and make their own interpretation of the subsoil investigations, environmental site assessment, and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered and necessary for a complete and functioning park. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

### **1.3 City's Obligations**

The City will provide information in its possession relating to the site, accompany and assist the Design-Builder where City presence is required of entities and of state and local agencies and also coordinate with the appropriate agencies during the preparation of the design and construction of the park to the extent required and necessary.

### **1.4 Non-Responsive Proposals**

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

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those proposals 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, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

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

### **1.5 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 Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Project Criteria. The City, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.
3. In no event will any such elections by the City be deemed to be a waiving of the Project Criteria.
4. The Proposer who is selected for the Project will be required to fully comply with the Project Criteria for the price bid, regardless that the proposal may have been based on a variation from the Project Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. Innovation should be limited to Design-Build Firm's means and methods, approach to Project, use of new products, new uses for established products,
6. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Proposals.

## **1.6 Design-Build Contract**

The City will enter into a contract ("Design-Build Agreement") with the successful Design-Build Firm for a Contract Price for the Work. The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid is to be a lump sum bid for completing the Scope of Work in the Request for Proposal. The Design-Build Firm will provide a Schedule of Values to the City for their approval. The total of the Schedule of Values will be this lump sum Contract Price for the Work.

**END OF SECTION 1**

## **SECTION 2 SCOPE OF WORK**

### **2.1 PURPOSE**

The purpose of this RFP is to secure a highly qualified Design-Build Firm to provide an ADA compliant community park ("Project") in accordance with the specifications, conditions, and other provisions, of the Contract Documents. Design-Builder shall design, engineer, procure, construct, deliver, erect, commission, start-up, and test the complete Project consisting of all of the necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, , equipment, structures including those things reasonably inferable from the Contract Documents and necessary to produce a community park even though no mention thereof is made in the Contract Documents; the Design-Builder shall provide all labor and supervisory personnel required in connection therewith. The Design-Build Firm shall at its expense obtain any required permits, inspections, and testing as well as pay any fees for the purpose of a Design-Build Park located at NE 5 AVE and NE 137 ST.

It is anticipated that one (1) Firm will be awarded this design-build contract to provide the necessary services within a period eighteen (18) months where the duration of the construction portion of this Project is anticipated to be twelve (12) months. "Release for Construction" ("RFC") Plans must be approved by requisite agencies prior to commencement of the construction phase. Only signed and sealed plans which are stamped "Released for Construction" and approved by requisite agencies and the City are valid and all work that the Design-Build Firm performs in advance of that such release of Plans will be at the Design-Build Firm's risk. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Firms will be notified sufficiently in advance of any changes or alterations. Unless otherwise notified in writing by the City, the duration for the Project shall constitute an absolute deadline.

The City further seeks a Firm that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

The Proposer will 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 Code. The successful Proposer'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 (See, among others, Section 3.13).

### **2.2 MINIMUM QUALIFICATIONS**

To be eligible to respond to the RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide Design-Build Services and must be licensed under Florida Statutes 481, 471 and 489. Any Proposer that fails to meet all the following minimum criteria shall be noted as "non-responsive" and will not be evaluated / scored:

- At a minimum, the Proposer shall be licensed to do business in the State of Florida. Firms must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of bid submission;
- To be determined responsive, firms must be licensed, bonded and insured as required by the State of Florida;
- Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Work.
- Firms must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years and at least one (1) project with experience in environmental remediation;
- The Design–Build Team must have worked together and completed at least one (1) project as a team;
- The Project Manager assigned to this project must at a minimum have experience with environmentally challenged land.

### **2.3 BUDGET**

The project's maximum budget is \$4.5 million dollars with a 10% contingency (if required). Funding for this project is provided by the Miami-Dade County Building Better Communities General Obligation Bond (GOB).

### **2.4 BACKGROUND / EXISTING CONDITIONS**

The majority of this site was the former location of the Rucks Wastewater Treatment Plant owned by the City of North Miami. Following closure of the treatment plant a portion of the site was utilized as a plant nursery. A Site Assessment Report with Addendums dated February 25, 2013 (SARA # 5), attached and made part of this RFP, depicts the existence of certain contaminants. There are contaminants in the soil and in the groundwater. Environmental clearance with approval of the site for "No Further Action with Conditions" is pending. The Project shall incorporate any and all environmental clearance/s requirements. Additionally, Miami-Dade County has major underground utilities at the site with and without specific easements to maintain and develop its facilities. A survey of the site depicting some easements are also attached and made part of this RFP. Historically, there has been considerable flooding in and around the site to be developed.

## 2.5 DESCRIPTION OF WORK

In general, the Design-Build services required are for the development of a community park on 6.28 acres of environmentally challenged land named Rucks Park located at NE 5 Avenue and NE 137 Street. The Park shall consist of features, equipment, and amenities with proven long-term durability, low maintenance costs, as well as sustainable and environmentally compatible with heightened safety features in light of the surrounding facilities.

The services performed by the Design-Build Firm shall be in compliance with all applicable Standards, Specifications and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Standards and Specifications shall be used in the performance of this Work:

- All equipment shall be certified by the International Play Equipment Manufacturers Association (IPEMA) and be in accordance with ASTM 1487;
- All Poured-in-Place Surfacing shall be in accordance with ASTM F2479 and other surfacing according to ASTM 1292;
- All Sand-Based Root zones for Athletic Fields shall be in accordance with ASTM F2396;
- All Play Areas shall be in accordance with U.S. Access Board's Summary of Accessibility Guidelines;
- All Sports Lighting shall be MUSCO Lighting or equivalent subject to approval by City at its sole discretion; and
- All Playgrounds shall meet or exceed the US Consumer Product Safety Commission's "Public Playground Safety Handbook."

Notwithstanding, it shall be the Design-Build Firm's responsibility to acquire and utilize the necessary ASTM Standards, Specifications and guidelines that apply to the work required to complete this Project.

The Project shall contain individually or in combination, at a minimum, the following:

1. Spray ground;
2. Concession building;
3. Basketball Courts
4. Multipurpose fields (soccer, softball, volleyball);
5. Playgrounds by age group; (ages 2 to 5 (30%) and ages 5- to12 (70%))
6. Restrooms with changing space;
7. On-premise storage;
8. Drinking fountains;
9. Benches;
10. Bleachers;
11. Picnic pavilions;

12. Litter receptacles;
13. Adequate shade structures--built in or standalone or a combination thereof;
14. Comfortable seating for parents and caregivers;
15. Fitness stations throughout the entire park area;
16. Sports Lighting;
17. Drainage and storm water disposal;
18. Water and sewer facilities;
19. Paved parking/parking lots;
20. Fencing;
21. Sidewalks;
22. Paved walkways;
23. Landscaping;
24. Grassy knolls; and
25. Berms with gentle slopes.

The foregoing shall be designed at strategic locations mindful of, among other things, the environmental contamination (soil and groundwater), the existing utilities (above and below ground), the adjacent facilities (industrial and residential), the requirement of raising the elevation of the entire site at a minimum elevation of FFE, and the elimination of the historical flooding using positive drainage systems (on site and in the immediate vicinity of the site).

## **2.6 DESIGN-BUILDER RESPONSIBLITLY**

1. The Design-Builder shall provide project renderings to depict intent of design to be used by the City for explaining the Project.
2. The Design-Builder shall provide all the labor, materials, supplies, furnishings, services, shop drawings review, supervision, equipment, expertise and supervision to develop plans and specifications and construct a park facility. The Design/Build Firm shall at its expense obtain any required permits, environmental clearances, inspections, and testing as well as pay any fees for the purpose of a Design-Build Park Facility.
3. The Design-Builder shall be responsible for survey, geotechnical investigation, environmental investigation, design, acquisition of all permits not acquired by the City, any required modification of permits acquired by the City, maintenance of traffic, demolition, and construction on or before the date indicated in their proposal.
4. The Design-Builder shall furnish signed and sealed Plans and Specifications for the Project notwithstanding any early Release for Contraction Plans. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.
5. The Design-Builder shall furnish plans and specifications that comply with among others, the latest edition of the Florida Building Code.

6. The Design-Builder shall be responsible for removing and disposing of all demolition material, contaminated soil, any and all contaminants on site, and contaminated groundwater at their expense.
7. The Design-Builder shall coordinate all utility relocation and hook-ups with the utility companies and/or municipality. This will include a water and sewer connection with connection fees being paid for by the City. The Design-Builder shall provide to the City the FP&L required easement survey and legal description and any other required easements survey and legal description required of the City for the Project.
8. The Design-Builder shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the City. The Design-Builder shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the City. The Design-Builder shall also provide photo documentation of construction progressions, including but limited to, monthly aerials of the entire site, specific site works (paving, grading, drainage, and landscaping), Buildings, Playgrounds, Fields, Pavilions, and details of Mechanical, Electrical and Plumbing (MEP).
9. The Design-Builder shall demonstrate good project management practices while working on this Project. These include communication with the City and others as necessary, management of time and resources, and documentation.

## **2.7 WARRANTY AND INSPECTION OF DEFECTS**

The Design-Builder will warranty all items that were designed and constructed as new, or rehabilitated as part of this Project for a minimum period of two (2) years from the date of City's final acceptance of completion of the project ("Final Completion"). This includes, but is not limited to, the design of and all landscaping, plumbing system and components, electrical systems and components, mechanical systems and components, playground equipment and surfacing, sports lighting, and landscaping.

## **2.8 SITE INVESTIGATION**

1. The Design-Builder shall be required to visit the Project site and to acquaint themselves with existing conditions (environmental issues, flooding/existing drainage issues, adjacent facilities, existing county utilities (above and underground)), measurements, etc.
2. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the Design-Builder of their duty to complete the Work as described herein in full.
3. Design-Builder agrees that the price specified on Price Proposal Form ("Contract Price") in **Exhibit 1** herein is based on the Design-Builder's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

4. By execution of the Design-Build Contract, the Design-Builder specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

## **2.9 SPECIFICATIONS, PLAN AND DRAWINGS**

1. The work shall be performed in strict accordance with the approved specifications, plans, and drawings.
2. All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the Design-Builder for the work to be performed shall be reviewed and approved by City prior to commencement of work and shall be delivered to City at the completion of the work.
3. The City shall review and approve all plans, specifications and supplemental information prior to commencement of that portion of the work and prior to issuance of any and all Release for Construction ("RFC") plans regardless whether the Design-Builder is assuming all risk with the RFC plans.

## **2.10 ARCHITECTURAL AND ENGINEERING SERVICES**

1. The Design-Builder shall be responsible for developing the plans, specifications and drawings and obtaining approval from all permitting and regulatory agencies having jurisdiction on this Project prior to commencement of any work. Additionally, the Design-Builder shall be responsible for:
  - A) Shop drawing reviews and approval.
  - B) Responding timely to Request for Information from Sub consultants, Subcontractors, state and local agencies.
2. All services required to complete the Project as specified in these Contract Documents shall be provided by the Design-Builder.
3. Review and/or approval by the City or its representative of such drawings or schedules shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve the Design-Builder of the responsibility for any errors and/or omissions which may exist. Design-Builder shall be responsible for the dimensions and design of adequate connection, detail, and satisfactory performance of the Work. Design-Builder shall deliver to City all necessary building components for a complete facility as designed and approved.

4. All drawings, specifications, and other documents furnished to perform work shall remain the property of City.
5. The Design-Builder Shall submit to City the design notes and calculations to document the design conclusions reached during the development of all the construction plans. The design notes and calculations shall be recorded in eight and one-half inches by eleven inches (8.5 x 11”) sheets, fully titled, numbered, dated, indexed and signed by the designer and checker.
6. After City accepts the final plans, the original set of plans plus one record set shall be furnished to City. The Design-Builder shall signify, by affixing an endorsement (seal/signature appropriate) on every sheet of the record set, that the record set, that the work shown on the endorsed sheets was produced by the Design-Builder or its Sub-Contractor serving as the Engineer/Architect of Record. The original set of plans shall have the title block placed on each sheet, where approval may be a facsimile signature for each sheet within the plans, with an original signature placed in the key map.

## **2.11 CONSTRUCTION SCHEDULE**

The Design-Build Firm shall submit a Project schedule which supports the established contract duration submitted as part of the Proposal. After notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the Design-Builder shall submit their preliminary construction Schedule to City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by City and will have to be revised upon design development.

## **2.12 PERMITS**

Respondent shall obtain all necessary permits from the City of North Miami, the State of Florida, Miami-Dade County Fire, Miami-Dade County DERM, Miami-Dade County Water and Sewer and/or any other permits required for the Project consistent with the design and construction proposed by the Design-Builder. The successful Respondent shall be responsible for the full payment of all impact and permit fees to authorities having jurisdiction. The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for time extension. As the permittee, City is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications. If, as a result of design changes proposed by the Design-Build Firm, additional environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

### **2.13 BONDS**

Performance and Payment Bonds shall be provided by the Design-Builder as specified in the RFP resulting from this solicitation. The tentative terms and conditions in this regard are:

Within ten (10) business days after award of the Contract by City, the Design Builder shall provide City with Performance and Payment Bonds in the amount of 100% of the total sum of the Contract Price, the costs of which and all associated costs including recording fees are to be paid by the Design-Builder and are to be part of the Contract Price.

### **2.14 REMEDIATION ACTION PLAN (RAP)**

The Design-Builder must include a proposed RAP as a part of their proposal package.

**End of Section 2**

## SECTION 3 SPECIAL CONDITIONS

### 3.1 CONTACT PERSON

For any information regarding the specifications and requirements of this RFP, contact: Ruby C. Johnson via facsimile: (305) 891-1015 or email at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov).

Any questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, FAX: (305) 891-1015. The RFP title/number shall be referenced on all correspondence. All questions must be received no later than **Thursday, , 2013 at 3:00 PM**. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. No questions will be received written, verbally or after said deadline.

### 3.2 PRE-PROPOSAL CONFERENCE

A **mandatory** pre-bid conference will be held on April 16, 2013 **at 10:00 AM** at North Miami City Hall 776 N.E. 125<sup>th</sup> Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation.

**Attendance at the pre-proposal meeting is mandatory.** The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed Project, answer questions on the design and construction criteria, CPM Schedule, and method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation, the Project's Criteria, or any other document, the City will issue a written summary of questions and answers or an addendum to this solicitation as the City determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the City.

### 3.3 SELECTION PROCESS

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all proposals. The committee will be comprised of appropriate City personnel from multiple departments as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. The Committee's initial evaluation of proposals shall be on the basis of the specific Project need and the professional services offered by the Respondent in accordance with those criteria listed below.

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 total maximum number of points to be scored under this process is 300. Scoring is based on a point total per evaluator and not a percentage.

Proposals will be evaluated based on the following criteria:

**PART I**

The Qualifications, Technical and Price Proposals of the Design-Build Firms are intended to provide information regarding the qualifications of interested firms to perform Design-Build services. The Evaluation Committee will evaluate the firms and will short-list the top four (4) teams based on the Evaluation Criteria indicated below:

- |  |                   |
|--|-------------------|
| 1. Contractor’s Qualifications   | 15 Points         |
| Company’s Related Experience (special expertise)   |                   |
| Project Managers Related Experience  |                   |
| 2. Designer’s Qualifications   | 15 Points         |
| Company’s Related Experience (special expertise)   |                   |
| Project Managers Related Experience  |                   |
| 3. Project Design Concept  | 25 Points         |
| 4. Methodology / Approach  |                   |
| Project Management Plan  | 20 Points         |
| 5. Methodology, Approach and Outreach effort to contract with local vendors and/or residents | 10 Points         |
| 6. Price Proposal  | <u>15 Points</u>  |
| <b>TOTAL</b>   | <b>100 Points</b> |

**PART II**

**ORAL PRESENTATIONS**

**25 Points**

Thirty (30) minute oral interviews will be scheduled and publicly noticed and open to the public.

The Evaluation Committee will evaluate the oral presentations and select one (1) Design-Builder to recommend for award. The final decision to award a contract will be made by the City Council.

**3.4 TERM OF CONTRACT**

Work shall be started no later than the date indicated on the Notice to Proceed and all work shall be completed within 540 days.

**3.5 PROPOSAL CONDITIONS**

**3.5.1 The City Options**

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

The determination of the criteria and process whereby Proposals 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 RFP, shall be the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to provide the services described in this RFP.

### **3.5.2 Rules, Regulations, and Requirements**

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

### **3.5.3 Change of Proposal**

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

### **3.5.4 Withdrawal of Proposal**

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of one hundred and eighty (180) days after the date of the Proposal opening, to provide the proposed design-build services.

### **3.5.5 Modifications of Proposal**

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

## **3.6 INSURANCE - General Insurance Requirements**

Respondents must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
  - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;

- Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
  - For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
  - Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Proposer must submit, prior to signing of contract, among other things, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

### **3.7 PERFORMANCE & PAYMENT BOND**

The **successful** Firm will be required to furnish to the City of North Miami, a Performance Bond and Payment Bond for 100% of the Contract Price to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 255.05; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of North Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Respondent.

### **3.8 CONTRACT NEGOTIATIONS**

There shall be no contract negotiations. The Design-Builder's Contract Price shall be a Lump Sum price for the Project. Notwithstanding, the City, at its sole and absolute discretion, may elect not to award any contract.

### **3.9 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Respondent is awarded a contract under this RFP, the prices quoted by the Firm shall remain fixed and firm during the term of this contract.

### **3.10 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines apply to this contract. Firms shall be aware, if awarded that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this RFP has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Contractor, except as fully disclosed and approved by the City. Respondents shall further be aware that if awarded, in the performance of this RFP no person having such conflicting interest shall be employed.

### **3.11 VENDOR REGISTRATION**

The awarded Firm shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Respondents confirms its knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Respondents may view the city's procurement ordinance at [www.northmiamifl.gov/purchasing](http://www.northmiamifl.gov/purchasing)

### **3.12 REVIEW OF PROPOSALS**

The City will not allow any requests for documents or reviews of submittals until forty-five days after proposals are received or after award, whichever is later. After said time, firms may request documents or make an appointment to review submittals and presentations.

### **3.13 COMMUNITY BENEFITS PLAN**

The Successful Firm will 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 Code. The Firm will 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 Firm shall also 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. Firms 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 successful Firm, as a precondition to the execution of any agreement. The Successful Firm's Community Benefits Plan shall be incorporated into and shall become a part of the Design-Build Contract entered into between the City and the selected Firm.

### **3.14 PURCHASING CARD PROGRAM**

The City is currently under contract with Bank of America for providing and implementing a Purchasing Card Program. The selected Proposers can take advantage of this program and in consideration receive their payment within several days instead of City's Policy of Net 45 days After Receipt of Invoice. In consideration of this service, the City is requesting a percentage off the proposal price. If no such percentage is given the City shall assume 0% discount applies.

Proposers are requested to state in the proposal if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase/contract price shall be governed by the Net 45 payment terms.

**End of Section 3**

## **SECTION 4.0 PROPOSAL FORMAT**

Firms should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original proposal, one (1) CD and three (3) copies in response to this Request for Proposal (RFP). Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

### **4.1 MANDATORY SUBMITTAL REQUIREMENTS**

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

Firms shall submit a Proposal in a bound format which shall include but not limited to the following:

#### **1. Proposal Contact Person Information (See attached Form)**

This form should be the first page of the Firm's Proposal. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

#### **2. Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of the organization and number of years in existence and location;
- Corporations, Joint Ventures or Partnerships – Submit a copy of the State of Florida Department of State records indicating when the corporation was organized, corporation number. If the Firm is a joint venture, an executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active professional licenses and certification held by the Firm under Florida Law to provide the required services;
- Include proof of the required insurance;
- Include proof of performance and payment bond.

- Provide a statement certifying that the Firm is financially stable and have the necessary resources, human and financial to provide the Design-Build services required.

### 3. Firms Past Experience

- Provide experience in providing Design-Build services as a team as indicated in this proposal;
- Include at least one (1) professional Team (Design-Builder) reference from current or past clients (within five years). Client cannot be the City of North Miami (**Use Form A-14 - Reference Form as a reference for information that is required**). *The Design-Build Team must have worked together and completed at least one (1) project as a team.*
- Include at least two (2) professional references from any team/firm member from current or past clients (within five years) Client cannot be the City of North Miami. (**Use Form A-14 - Reference Form as a reference for information that is required**).
- Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City (not to exceed three (3) pages).

### 4. Team Experience

- The Design-Builder must identify all design and construction disciplines and specialty consultants the Design-Builder intends to employ in the design of this Project and experience working together on other Design Build projects.
  - List each firm, sub-consultant, their area of responsibility and the corresponding principal in charge. For each firm, the Design-Builder must give recent (completed within 5 years) design and construction experience examples of similar projects including projects that involve design, permitting and/or construction. (**5 single sided pages maximum**)
- Provide resumes of the proposed Design-Builder's Lead Project Manager overseeing design and construction. Include their related work experience and qualification and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. **All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.**
- Provide resumes of the proposed Design Team's Project Manager. Include their related work experience and qualification and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. **All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.**
- Provide resumes of the proposed Construction Team's Project Manager. Include their related work experience and qualification to include experience with environmentally challenged land and copies of active licenses and certifications as

required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. **All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.**

- Provide resumes of the proposed staff that will provide services to the City. Include their related work experience and qualifications and copies of all required and relevant certifications. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract (**2 –single sided pages maximum for each individual**)

**Firms must be properly registered to practice their profession in the State of Florida at the time of responding to this RFP.**

## **5. Methodology, Transition & Approach to the project**

- Approach & Understanding: Provide a statement of the firms understanding of the project and methodology and approach to managing the project. Include a plan and time frame for completing the specified work;

Provide a proposed approach and/or Remediation Action Plan to address the soil issues, environmental issues, and flooding issues on the Project;

- Innovativeness: Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality. Include the maintainability of the park. (Maintenance for this park should be minimal).

## **6. Methodology, Approach and Outreach effort to contract with Local Vendors and Residents**

The City is seeking firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

- Provide a plan for outreach and subcontracting with local vendors and hiring local residents as a part of this project
- Indicate a commitment to this effort in terms of a percentage.

## **7. Price Proposal**

A total Price Proposal (proposed "Contract Price") shall be submitted on the "**PRICE PROPOSAL FORM**" in **Exhibit "1"** - Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Design Build Firm in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include but not is limited to, the design, plans approval, permitting, construction and activation of the project in accordance with the requirements set forth in the City's Request for Proposals

and the requirement of any and all agencies or organizations having jurisdiction for project review, permit approval or the design, construction, occupancy, activation, use or operation of the project, or use of the property on which the project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

#### **8. Contract Forms**

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

**End of Section 4**



CITY OF NORTH MIAMI

**PROPOSAL CONTACT PERSON INFORMATION**

**RFP 18-12-13**

Design-Build Services for a  
Community Park (aka Rucks Park)

Include this sheet as the very first sheet of your Proposal. Please complete the 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 RFP.

LEGAL NAME OF PROPOSER(S) \_\_\_\_\_

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSONS NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_



**Exhibit 1**

**PRICE PROPOSAL FORM**

**RFP 18-12-13  
DESIGN/BUILD SERVICES FOR  
A COMMUNITY PARK**

**Design**

- 1. Design Development \$ \_\_\_\_\_
- 2. Permitting \$ \_\_\_\_\_
- 3. Construction Administration \$ \_\_\_\_\_
  
- TOTAL DESIGN COSTS** \$ \_\_\_\_\_

**Construction**

- 1. Site (Environmental Compliance, Embankment, Grading, Drainage, Landscaping, Parking etc.)  
\$ \_\_\_\_\_
- 2. Spray ground, Basketball Courts & Multipurpose Fields \$ \_\_\_\_\_
- 3. Amenities (Sports Lighting, Bleachers Fitness Stations, Benches, etc.)  
\$ \_\_\_\_\_
- 4. Building (Concession Bldg., On-Premise Storage, Restrooms w / Change Area, Pavilions, etc.)  
\$ \_\_\_\_\_
- 5. Equipment Allocation (Playgrounds (ages 2-5 & 5-12),etc) \$ \_\_\_\_\_
  
- TOTAL CONSTRUCTION COSTS** \$ \_\_\_\_\_

**TOTAL BID - Design & Construction Costs (proposed "Contract Price")**

\_\_\_\_\_  
(IN WORDS)

\$ \_\_\_\_\_  
(FIGURES)

1. The price listed in the Price Proposal Form shall include the total cost to complete the Work 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 firm, 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 (180) days from the deadline for receipt of proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I 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.

---

Name: (Please Print)

---

Offeror Signature

Title:

Date:



## SECTION 5.0 Contract Forms & Attachments

The following forms are required to be submitted with this RFP.

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Sub-Contractors
Form-A-9	Bid Bond
Form A-10	Performance Bond
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 RFP documents signed and notarized as required. Emailed forms will not be accepted.**

The following Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

Attachment A	Site Assessment Report Addendum # 5 dated February 25, 2013
Attachment B	Site Survey
Attachment C	Design Build Agreement

## Section 6.0

### General Guidelines and Information

#### 6.1 DEFINITIONS

- a) "City." The City of North Miami.
- b) "Contract" or "Design-Build Agreement", a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- c) The word "Department" to mean a department of The City of North Miami.
- d) The word "Proposal" means the documents timely remitted by Proposer, Design-Build Firm, Design-Builder or Respondent, in response to this solicitation.
- e) "Proposer" or "Design-Builder" or "Respondent." All design-build firms, contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- f) The words "Scope of Services" or "Scope of Work" to mean Sections 1.0 and 2.0 of this solicitation, which details the work to be performed by the Design-Build Firm.
- g) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- h) The words "Design-Builder" to mean one single administrative entity responsible for design and construction under on contract (the Design-Build Contract).
- i) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Design-Build Firm, who contracts with the Design-Build Firm to furnish labor, or labor and material, in connection with the services to the City, whether directly or indirectly, on behalf of the contractor.

#### 6.2 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 contractors 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.

#### 6.3 INVITATION

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

#### 6.4 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.

#### 6.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR 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 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. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### **6.6 LOBBYING**

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on noticed 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 Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (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.

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

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, 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.

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

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquiries shall be confirmed 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.

#### **6.9 ORAL REPRESENTATION**

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

#### **6.10 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) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. 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 the Demand Star can be down loaded.

**6.11 CANCELLATION OF THE SOLICITATION**

The City 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.

**6.12 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 Proposals. 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*

**6.13 CONTRACT**

The selected Respondent understands that this solicitation or the 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 shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

**6.14 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.

**6.15 TAX EXEMPT STATUS**

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

**6.16 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 will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

**6.17 ASSIGNMENT OF RESPONSE**

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

**6.18 WITHDRAWL 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 during subsequent contract negotiation.

#### **6.19 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.

#### **6.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals 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-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will 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.

#### **6.21 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 Proposals, 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. 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.

#### **6.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, 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.

#### **6.23 CITY COUNCIL REVIEW**

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

#### **6.24 CONTRACT AWARD**

The City anticipates the award of one contract, 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 Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City 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.

#### **6.25 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director 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 RFP, 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 RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

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

This RFP 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 (See "Form A-6").

#### **6.27 BUSINESS ENTITY 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 RFP.

#### **6.28 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP 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 a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City 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 RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

#### **6.29 PROPRIETARY/ CONFIDENTIAL INFORMATION**

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

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

The evaluation of competitive solicitations is subject to section 7-151 of Ordinance 1244 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 vendor shall affirm 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 vendor 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 firms 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 is 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)**

**6.31 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.

**6.32 COMMUNITY BENEFITS PLAN**

The Successful Proposer will 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 Code.

The Successful Proposer will 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 Successful Proposer 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. Respondents 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 successful Proposer, as a precondition to the execution of any agreement. The Successful Proposer'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.

**END OF SECTION 6**