REQUEST FOR QUALIFICATIONS

COMPLIANCE MANAGEMENT SERVICES

FOR FORMER MUNISPORT LANDFILL SITE

RFQ No. 19-03-15

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, MARCH 16, 2015 AT 5:00 P.M. (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME

THURSDAY, MARCH 26, 2015 AT 3:00 P.M. (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH 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 or calling toll free 1-800-711-1712 and request Document **No. 19-03-15.**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886

The City of North Miami is seeking proposals from experienced Compliance Management Services to provide compliance management services for environmentally challenged sites for Former Munisport Landfill Site located east of Biscayne Blvd from NE 137th to NE 151st Streets in North Miami, FL.

Projects are to be funded in full or in part by City of North Miami funds.

Please submit one (1) original bound Proposal, three (3) complete copies of the original Proposal and three (3) digital compact disk (CD) or 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 after a public opening will take place in the Council Chambers 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 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"

RFQ 19-03-15

Compliance Management Services for Former Munisport Landfill Site

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

Event	Date	Time
Advertisement Date:	March 5, 2015	
Non-Mandatory Pre-Solicitation Conference:	Not-Applicable	
Last Date for Receipt of Written Questions:	March 16, 2015	5:00pm
Opening of Solicitation:	March 26, 2015	3:00pm
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 Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of $25.00 from the Purchasing Department.

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 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,

Shannon Graham,
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-3 Local Preference Affidavit
A-5 Acknowledgement of Addenda
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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 Contractor.

c) **"Contractor"** 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 Contractors, 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 Contractor under Contract.

h) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.

i) "Subcontractors" or "Subconsultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor 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 Contractor.

j) "Work" or "Services" means the provision of– Workers' Compensation Third Party Claims Administration Services for the City's partially self-insured Workers' Compensation Program.

1.2 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.

1.3 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.

1.4 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.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY 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.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed 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 Procurement Manager 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.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

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

1.8 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 inquires shall be conmmunicated 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) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 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.

1.10 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) and on Demand Star by Onvia at 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) and Demand Star and by Onvia at 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.

1.11 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.

1.12 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 125th Street, 1st 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.

1.13 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.

1.14 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.

1.15 TAX EXEMPT STATUS

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

1.16 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.

1.17 ASSIGNMENT OF RESPONSE

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

1.18 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 during subsequent Contract negotiation.

1.19 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.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, 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.

1.21 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.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the 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.

1.23 CITY COUNCIL REVIEW

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

1.24 THE CITY OPTIONS

The City 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.

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.

1.25 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 Contractor 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.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

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

1.27 NON-RESPONSIVE PROPOSALS

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 Proposals 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 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, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder 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.

1.28 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.

1.29 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 **(See "Form A-6").**

1.30 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 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.

1.31 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 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 RFQ. 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.

1.32 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 compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 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)

1.34 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.

1.35 COMMUNITY BENEFITS PLAN

The Contractor 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 City Code.

The Contractor 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 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.

1.36 MODIFICATIONS OF PROPOSAL

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

1.37 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".

1.38 REVIEW OF SOLICITATIONS

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

1.39 LATE SUBMISSIONS

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

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 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.

1.42 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. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 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 I nspections 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.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFQ is to solicit proposals to select a company experienced with providing compliance management services for environmentally challenged sites. The site is located east of Biscayne Blvd from NE 137th to NE 151st Streets in North Miami, FL. The intent of the City is to select one (1) company to provide the desired professional services.

2.2 TERM OF CONTRACT

Award / Contract will commence succeeding the approval of the Contract by the City Council, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents. The contract will be for one (1) year.

2.3 OPTION TO RENEW

N/A

2.4 METHOD OF AWARD

Method of Award details can be found in Section 4 Evaluation/Selection Process of this solicitation.

2.5 MINIMUM QUALIFICATION AND EXPERIENCE

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 LICENSING REQUIREMENTS:

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess the following licenses, to be included in the RFQ:

1) The Proposer must be licensed by the State of Florida to provide Professional Engineering Services.

2) The Proposer must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

2.5.2 EXPERIENCE REQUIREMENTS

1) The successful firm must have a minimum of five (5) years experience in Compliance Management Services.

2) The Proposer must have experience and demonstrate the following:

   a. The Proposer must demonstrate previous work experience performing compliance management services.

   b. The Proposer must demonstrate previous experience with managing environmentally constrained sites, landfills and redeveloped sites.

   c. The Proposer must demonstrate experience in general site development and construction activities including site work, infrastructure work (water, sewer, stormwater, power, communications, etc.).

   d. The selected Proposer cannot be a current contractor performing services on the site.

   e. The selected Proposer shall have been in business and have a minimum of five (5) years experience in environmental permitting and compliance including solid waste permitting (FAC 62-701), Miami-Dade County DERM (County Code of Ordinances Chapter 24), SFWMD Environmental Resource Permitting.

   f. The Proposer must demonstrate experience and interaction with Miami-Dade County Public Works and Department of Waste Management (PWWM).

   g. The Proposer must demonstrate the ability to administer complex contracts.

3) References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami.

2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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:

1. Workers' Compensation Insurance: Statutory limits; Employer's liability $1,000,000/$1,000,000/$1,000,000.

2. Professional Liability (Errors and Omissions) Insurance – 1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

3. 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.

4. Automobile Liability Insurance – $1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

5. Umbrella liability policy with minimum limits of $2,000.

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. Contractor 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 Contractor.

The Contractor must submit to the Purchasing Department, 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. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's Project Manager/designee.

Contractor 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 Contractor or its employees, agents, servants, partners principals or Subcontractors.
Contractor 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.

Awarded Contractor shall not commence work under this Agreement until the City has received and approved all of the minimum insurance described by the City's Risk Manager. Awarded Contractor shall not permit any Subcontractor to begin any work on City Property until Subcontractor's minimum insurance coverage is obtained and approved.

2.7 SAMPLE FORM CONTRACT:

The City's Form Contract shall be provided prior to award.

2.8 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon 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 Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.9 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Award ("NTA") and Purchase Order is issued by the City to Contractor directing the commencement of Work.

2.12 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Contractor shall furnish the labor, materials, equipment, and coordination of services for satisfactory Contract performance.

2.13 CONTRACTS OVERLAPPING FISCAL YEARS

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City may issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

2.14 NO DAMAGES FOR DELAY

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

2.15 COUNCIL MEETING

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

2.16 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Shannon Graham via email at 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 Solicitation 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).

This RFQ is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

2.17 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

2.18 CONDITIONS OF PROPOSALS

2.18.1 Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

2.18.2 Completeness – All information required by this RFQ must be supplied to constitute an acceptable proposal.

2.18.3 Public Opening – All proposals will be publicly opened at the time and place specified.

2.18.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible submittal(s) whose qualifications conforms to the RFQ and is most advantageous to the City. The City Manager will present to City Council for acceptance and final award, or reject all qualifications, within approximately one hundred and fifty (150) calendar days from the date of opening of proposals. The successful qualified contractor shall be notified in writing of award.

2.18.5 Contract - A Contract (the "Agreement") will be awarded in accordance with City Commission approval, and Florida Statues, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant that is determined to be in the City's best interests. The Agreement is provided herein as an attachment to this RFQ.

2.19 THE CITY OPTIONS

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

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 RFQ, shall be the sole and absolute discretion of the City.

2.20 RULES, REGULATIONS, AND REQUIREMENTS

All Proposers 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 RFQ and to providing the services described herein.

2.21 CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, 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 RFQ # shall appear on the envelope.

2.22 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to proposals will be permitted after the date and hour of the RFQ opening.

2.23 VENDOR REGISTRATION

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms it 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.

Proposers may view the city's procurement ordinance at www.northmiamifl.gov/purchasing

END OF SECTION 2

SECTION 3.0
SCOPE OF WORK

3.1 BACKGROUND

The City of North Miami has leased the coveted land tract formerly known as Munisport. This site is approximately 190 acres and located east of Biscayne Blvd from NE 137th to NE 151st Streets in North Miami, FL. The City is seeking to engage an onsite compliance officer to monitor and report the day to day activities to the City Manager or designee.

3.2 SCOPE OF SERVICES

An onsite sales center is located on the site for the awarded Proposer to utilize. The Proposer will be required to work a minimum of five days a week for eight hours a day to monitor development activities conducted on site.

The Proposer will be responsible for the oversight and reporting requirements associated with the site's development.

3.2.1 Additional responsibilities will include the following:

1) Monitor and report all site activities completed by the Developer in compliance with the Lease Agreement and environmental permits and regulations.

2) Serve as the liaison between the City and the Developer/Tenant to obtain the necessary signatures of permit applications, as may be required by certain agencies having jurisdiction.

3) Provide routine reports to the City on activities occurring on site noting all permit compliance items.

4) Notify City of required notices needed in accordance with Lease Agreement with Developer.

5) Attend and report on governmental agency meetings related to topics in which the City is the permittee.

6) Notify City of required notices needed in accordance with Miami-Dade County CLCP Grant.

7) Assist in the processing of any Grant Draw requests to Miami-Dade County through coordination with City and Developer.

8) Manage all contractors that provide services to the City.

9) Maintain all records and monitoring reports.

10) Maintain compliance records and reports from all regulatory agencies and permits.

11) Escort all inspectors during property inspections and notify the City of all recommended deficiencies by any regulatory agencies.

12) Inspect and Biscayne Landing Blvd.

13) Inspect and report on all protected wetlands, mangroves and Bessemer Tract properties.

14) Inspect and report on all bodies of water on the property. (8 lakes)

15) Inspect and report on all buildings on property.

16) On call 24/7 and 365 days a year for all emergency responses to the property.

17) Refer all complaints made about the property to the City.

18) Inspect and all SWPPP controls and reports.

19) Inspect and report on groundwater remediation system.

20) Consultant may also be asked to provide similar services for other City owned properties such as Rucks Park and Pepper Park.

3.2.2 Daily Inspections:

1) Property Inspections;

2) Fence Inspections;

3) Storm Water Management Inspections;

4) Wetland, Mangrove and Bessemer Tract Inspections; and

5) Inspect MSDS Sheets for all materials on site.

3.2.3 Weekly Activities:

1) Inspect the Wetland Dyke roads and Fire Breaks.

3.2.4 Monthly Activities:

1) Attend all DERM, SFWMD, WASD, EPA, FDEP, SWPPP and OSHA inspections and complete monthly inspection logs.

2) Maintain and submit weekly and monthly performance reports to the City of North Miami.

3) Maintain copies of all permits and reports of all required inspections.

4) Report all emergency issues on site as well as interaction with the responding agency (Fire Department, Police Department, DEA, Homeland Security and the City of North Miami).

5) Inspect all areas over utility corridors and live gas lines.

3.2.5 Monitoring of Contractors at the Site, activities include:

1) Inspect all equipment and operators for proper licenses, certifications from all contractors to the City.

2) Monitor all activities for compliance and safety while being performed on site.

3) Maintain the specific jobsite Safety Manual and Emergency Response Plan.

4) Maintain copies of all MSDS sheets for materials brought on site.

5) First response to unknown hazards found on site.

3.5 DELIVERABLES

Written reports will be required with each invoice and may include, but not necessarily be limited to weekly and monthly reports and updates to City staff detailing status of issues and a suggested action plans.

END OF SECTION 3

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(s) will be awarded to the most 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.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFQ and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide the professional services in their discipline, as required by the City. Any proposer that fails to meet all of the minimum criteria shall be noted as “non-responsive” and their proposal will not be evaluated / scored.

4.2.1 The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with its company registered as active.

4.2.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of their requisite Licenses as outlined in section 2.5.

4.2.3 Respondents must provide at a minimum, three (3) references of local government clients to which it has provided said Services. 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. Only one reference may be submitted for the City of North Miami.

4.2.4 Submit together with its proposal a copy of required evidence of insurance as described in Section 2.6 showing the insurance coverage and amounts are currently in place. Alternatively, Proposers may submit, together with their proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract. The statement letter shall stand alone and shall not address any other topic neither shall it be incorporated into another letter.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

A Committee shall be established to review and evaluate all submittals in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee.

The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may be cause for rejection.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

The City shall be the sole judge of its requirements, as set forth in this solicitation and of the final contract award(s), as successfully negotiated. The City's decision(s) shall be final. All proposals and prime Respondents will initially be screened for responsiveness as described in this solicitation.

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4.4.1, Evaluation Criteria. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the factors detailed under the technical category.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 EVALUATION / SELECTION COMMITTEE

The City will appoint a committee consisting of three (3) members which will include staff from multiple departments with the expertise appropriate for the evaluation of all technical aspects of the project.

4.4.1 EVALUATION OF PROPOSALS

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 Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent 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.

Award shall be made to the responsible firm whose statement of qualifications is determined to be the most advantageous to the City, taking into consideration each category firm is applying for and the evaluation factors set forth below:

EVALUATION CRITERIA FOR RFQ

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Qualifications / Experience of the Firm	20
2	Qualifications / Experience of the Project Manager	20
3	Proposed Approach and Methodology to the Project	40
6	References	10
7	Local Preference	10
TOTAL		100

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be to the firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose statement of qualifications, in the opinion of the City, is the best, taking into consideration all aspects of the proposer's response.

4.4.2 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Services. The oral presentation may clarify, but may not modify the prior written submission. Verbal exchanges between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.5 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Purchasing Manager, Shannon Graham, in writing, and email to: purchasing@northmiamifl.gov. The City's Procurement reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City of North Miami may reasonably require. This includes information which indicates financial resources as well as ability to provide the

services. The City qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by reserves the right to make investigations of the North Miami Police Department.

4.6 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.If the City and said Proposer(s) cannot reach an 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 qualified, 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:

4.6.1 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.

4.6.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency 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

Proposers 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. All documents and information must be fully completed and signed as required. CD's and DVD's must be in adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. CD or DVD (must be clearly labeled with Company Name, Proposal No. & Title)

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

1) **Proposal Contact Information Form**
   Use Cover Page Attachment and include this sheet as the very first sheet of your Proposal. Please complete and sign 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 RFQ.

2) **Table of Contents**
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents

3) **Letter of Introduction**
   Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

4) **Business Structure**
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

   Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

   Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

5) Qualification/Experience of the Firm (20 Points)

a) Specifically address the firm's experience per the qualification requirements in Section 2.5.2. (a. through g).

b) Provide previous related experience described in Section 3.0. (Previous experience should include work performed within the last five (5) years and no more than five (5) different projects).

6) Qualification of Project Manager (20 points)

a) Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager for the City. Include copies of all licenses and certifications and any other pertinent information to satisfy the minimum qualification requirements described in the RFQ.

b) Describe any other experiences related to the work or services described in the Scope of Services and any other information which may be specific to the requirements.

7) Methodology and Approach to the Project (40 points)

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

a) An explanation of why the Proposer is the best qualified to perform the Contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this Solicitation.

b) A schedule of proposed services. The schedule should include the Proposers understanding of the issues and tasks of the Project at hand.

c) Suitability of the methodologies and approaches used in achieving tasks.

d) Overall organization to completing the Project.

e) Knowledge of Site: Provide a summary of the Proposers' knowledge of the site and the Proposers understanding of the needs of the City.

8) <u>Contract Forms</u>

All RFQ forms provided in Section 5.0 must be completed (with all blanks filled in), executed and properly notarized. All 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-3 Local Preference Affidavit *(optional)*

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 addenda issued at:
http://www.northmiamifl.gov/docs/form_A5.pdf

Completed responses shall include all the above information including all required forms included with this RFQ or RFQ submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION 5

Section 6.0
Attachments, Forms
& Appendix

COVER PAGE & CONTACT PERSON INFORMATION

Compliance Management Services
for Former Munisport Landfill Site
RFQ 05-14-15

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

1. 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.

2. By submitting a proposal, the Respondent certifies that the Respondent has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

PROPERTY MANAGEMENT SERVICES BISCAYNE LANDING

RFQ 05-14-15

This checklist is provided for the 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 completely 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**:**

Tab/Page No.	Section One: Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet/Signature Page	
	Appendix B: Submittal Checklist	
Tab/Page No.	Section Two: Narrative Description	OFFICE USE ONLY
	State of Florida active Sunbiz report	
	Qualification and Experience of Firm	
	Qualification and Experience of Project Manager	
	Approach and Methodology	
Tab/Page No.	Section Three: City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers (*if applicable*)	
	A-7 Insurance Requirements	
	A-14 References	

All of the City Contract Forms can now be found on our website. 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.

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

FOR PURCHASING OFFICE USE ONLY		
☐ Complete	☐ Incomplete	☐ Other: _____