



**REQUEST FOR QUALIFICATIONS
RFQ # 29-12-13**

**Construction Engineering and Inspection (CE&I)
Services for**

**Arch Creek Bike Path & Pedestrian
Bridge Replacement Project**

This solicitation is issued in accordance with the Consultants Competitive
Negotiation Act, Section 287.055, Florida Statutes

FEDERAL AID PROJECT
Financial Management Number: 251201-2
This is a Federal Project and Federal Standards apply

Estimated Budgeted Amount: \$26,000.00

RESPONSES ARE DUE NO LATER THAN

TUESDAY, JULY 09, 2013 AT 3:00 PM (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 RFQ Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document # 29-12-13

Contact Person: Patrick Dulcio
Email: pdulcio@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Request for Qualifications (RFQ) from Professional Architectural and Engineering firms to provide Construction Engineering and Inspection (CE&I) Services for the Arch Creek Bike Path & Pedestrian Bridge Replacement Project running along NE 135th Street and connecting to the bike path on the Florida International University (FIU), Biscayne Bay Campus in the City.

QUALIFICATION SUBMISSION

Please submit one (1) original unbound Qualification Packet, three (3) complete copies of the original Qualification Packet and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Qualification Packets 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 the Solicitation no later than 3:00 P.M. local time **Tuesday, July 9, 2013**, where shortly after a public opening will take place in the Council Chambers at which time accepted Qualification Packets will be opened and read. Qualifications received after this time will not be considered and no time extensions will be permitted. Address your Qualification Packet to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Qualifications:

**RFQ 29-12-13
Construction Engineering and Inspection (CE&I) Services
Arch Creek Bike Path & Pedestrian
Bridge Replacement Project**

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

*This is a Federal Project and Federal Standards apply.

Event	Date	Time
Advertisement Date:	Tues June 21, 2013	
Non-Mandatory Pre-Qualification Conference:	N/A	
Last Date for Receipt of Written Questions:	Tues June 28, 2013	12:00pm
Opening of Qualifications:	Tues July 02, 2013	3:00pm
Evaluation of Qualifications:	To Be Determine	
City Council Contract Approval Date:	To Be Determine	

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

Copies of this RFQ 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. 29-12-13 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

FOR INFORMATION

For information on this Request for Qualification, contact the Purchasing Department, (305) 893-6511 ext. 12131.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Solicitations 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 the Solicitation(s) are issued subject to the City Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions of the Solicitation(s).

We look forward to your active participation in this solicitation.

Sincerely,

Patrick Dulcio

Patrick Dulcio,
Purchasing Agent

Table of Contents

Section / Title

Section 1	Scope of Services
Section 2	Special Conditions
Section 3	Federal and State Requirements
Section 4	Evaluation/Selection Process
Section 5	Solicitation Format
Section 6	Attachments, Forms & Appendixes
	Appendix A Cover Page & Contact Person Information
	Appendix B Solicitation Submittal Checklist

All of our contract forms are fill-in able and can be found on our website at:
<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-14 References

Forms Listed below maybe found on our website at:
http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta

Federal Documents

- Attachment A – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- Attachment B – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- Attachment C – Standard Form-LLL, Disclosure of Lobbying Activities Form
- Attachment D – Standard Professional Service Agreement
- Attachment F – DBE Bid Package Information
- Attachment F-1 – DBE Participation Statement

Section 7	General Guidelines and Information
------------------	---

SECTION 1.0

SCOPE OF SERVICES

1.1 MINIMUM QUALIFICATIONS

In order to be considered responsive, Respondents shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their Solicitation. All requested documentation and/or information shall be provided in the Solicitation to confirm that the Respondent has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Respondents failing to meet these requirements shall be deemed non responsive. The Respondent and/or its Sub consultants and Subcontractors shall, at the time of Solicitation submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- 1.1.1 The selected Respondent shall be a registered architecture and/or engineering firm licensed to do business in the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida and qualified in the specific field (i.e. Professional Architect [PA] etc.);
- 1.1.2 The selected Respondent shall be listed on the Florida Department of Transportation (FDOT) prequalification list for Construction Engineering Inspection.
- 1.1.3 The selected Respondent shall have been in business for a minimum of five (5) years and have completed a minimum of two (2) projects providing Construction Engineering and Inspection services in the State of Florida;
- 1.1.4 The Project manager assigned to this project must have completed a minimum of three (3) CE&I projects in the State of Florida.

1.2 BACKGROUND

The Arch Creek Bike Path & Pedestrian Bridges Replacement Project (IFB 15-12-13) ("Project") is valued at \$432,950.66 and the City has contracted the following firm to complete this project:

Construction: Ebsary Foundation ("Contractor")

Respondents are prohibited from contacting Ebsary during the Solicitation process.

The construction period for this Project is a 180 days to substantial completion and 180 days to final completion from FDOT's notice to proceed.

The Project involves the replacement of two (2) 6ft wide existing single span concrete beam pedestrian bridge structures with two (2) 14ft wide single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path connecting NE 135th Street to FIU Biscayne Bay Campus in the City. The two proposed bridges are offset from the existing bridges to provide continuity with the recently completed Arch Creek Bike Path project which involved safety improvements and beautification of the existing path system.

The proposed pedestrian bridges are comprised of reinforced concrete abutments supported by 24" square pre stressed concrete piles. The abutments are designed to accommodate a single-span pre-manufactured steel truss pedestrian bridge comprised of welded tubular steel with a clear width of 14'-0" and a length of 62'-0". Because this is a FDOT LAP project, the bridges have been designed per FDOT criteria to include the American Association of Highway Transportation Officials (AASHTO) Guide Specifications for the Design of Pedestrian Bridges.

1.3 SCOPE OF WORK

The City is interested in entering into a contract for professional services with an Engineering firm (Consultant) to provide Consultant Engineering and Inspection (CEI) Services for the specific Florida Department of Transportation (FDOT)/Local Agency Program (LAP) City project noted below. The CEI Consultant will report directly to and work in conjunction with the City's Public Works staff and/or a member of the City's Community Planning & Development Department. In addition to CEI Inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures and Regulations.

This scope of work is for engineering services during the rehabilitation of Arch Creek Bridge. The anticipated tasks listed in Section 1.5 below include but are not limited to construction management services, coordinating meetings, responding to request for information, reviewing change orders, pay applications, record drawings, site visits and inspections substantial and final completion inspections. The selected firm must also prepare the final construction certification report certifying compliance with the Construction Documents.

1.4 CEI SERVICES

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required to comply with FDOT/LAP Regulations and Requirements for contract administration, inspection, and oversight (only) of materials sampling and testing for the construction projects assigned.

The Consultant shall be responsible for providing services as defined in this Scope of Services, and for full compliance with the current FDOT/LAP Manuals and Process and Procedures.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities. **Consultant must provide examples of prior experience with other municipalities in administering a LAP project.** Services provided by the Consultant shall comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City and/or the FDOT/LAP. Such FDOT/LAP manuals, procedures, and memorandums are found at the FDOT/LAP website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly. The Project for which the services are required is:

Project Number: FPID 251201-2
Project name: Arch Creek Pedestrian Bridges
Location: Arch Creek Pedestrian Path – Bay Vista Blvd.
between NE 135th Street and FIU Campus.

The Consultant shall provide expertise during all elements of the construction particularly those affecting cost, time of construction, and expeditious and efficient completion of the project described hereunder.

1.5 CEI TASKS

The Consultant will review all associated shop drawings submitted by the Contractor during the duration of the construction contract. The Consultant will also attend applicable construction field and/or office meetings as requested by the CEI, Contractor and authorized by the City in order to assist in the resolution of any design and/or construction issues that arise during construction. The Consultant will also review and respond to Requests for Information (RFI) submitted by the Contractor so that the construction schedule is not impacted negatively.

- 1.5.1 The Consultant will assist the City with a construction kick-off meeting prior to commencement of any construction activities by inviting all required parties from the City, FDOT and the contractor. The Consultant will prepare the agenda, take minutes and lead the meeting.
- 1.5.2 The Consultant shall participate in weekly progress meetings. Supplying support to prepare and distribute meeting minutes to all attendees and other as appropriate. Weekly progress meeting report shall include tracking the Contractor's progress against the approved baseline schedule.
- 1.5.3 The Consultant shall perform site visits and inspect the progress of the construction and determine if the work is proceeding in accordance with the Contract Documents
- 1.5.4 The Consultant shall serve as liaison between the Contractor and the City, permitting agencies, homeowners associations or other entity where such liaison is required to include public information relations.
- 1.5.5 The Consultant shall review Contractor's applications for payment and the accompanying data, records and schedules.
- 1.5.6 Upon receipt of Contractor's notification, conduct inspection of the Project to verify that the Contractor has attained Final Completion and assist in the preparation of a punch list of items to be corrected by the Contractor prior to issuance of certification of Final Completion by the Consultant.
- 1.5.7 Upon verification that all items on the final punch list have been corrected, and upon receipt and review of all project close-out documents properly

assembled and with proper certifications as applicable, the Consultant will certify to the City that all work/equipment required by the Contract has been completed/installed and recommend final payment to the Contractor by the City.

1.5.8 Services are to be performed in accordance with the schedule established by the City. It is anticipated that the construction duration for this project would be **45 working days** from Notice to Proceed, excluding City holidays and weekends.

1.5.9 The Consultant will advise staff and assist the City with contract and construction administration of this Local Agency Program (LAP) project to ensure all the FDOT/LAP requirements are met to certify the project to the Florida Department of Transportation.

1.6 TERM OF CONTRACT

A contract shall be executed after award by the City. Consultant shall start Services within ten (10) days after written Notice to Proceed and shall complete the work within hundred and eighty (180) consecutive calendar days.

1.7 PROJECT TIMETABLE

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of this Qualification process.

Event	Date	Time
Advertisement Date:	Tues June 21, 2013	
Non-Mandatory Pre-Qualification Conference:	N/A	
Last Date for Receipt of Written Questions:	Tues June 28, 2013	12:00pm
Opening of Qualifications:	Tues July 02, 2013	3:00pm
Evaluation of Qualifications:	To Be Determine	
City Council Contract Approval Date:	To Be Determine	

1.8 PRE-QUALIFICATION CONFERENCE - NON-MANDATORY

Intentionally Omitted

1.9 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications concerning this Solicitation 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. Direct any inquiries related to this Solicitation to Patrick Dulcio, Purchasing Agent and submit such questions in writing to pdulcio@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 Project Timetable sub-

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.**

END OF SECTION 1

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to obtain qualifications and selection of a firm to provide products and/or services requested throughout this solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a firm maybe selected.

All work shall be performed in accordance with applicable Federal, State and Local Regulations including, but not limited to, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act), 49 CFR 26, 23 CFR 230, 23 CFR 635.120, 48 CFR 31, 49 CFR 30, 23 CFR 633, and other as applicable. The applicable wage decision governing the project is FL020044.

2.2 METHOD OF AWARD

City reserves the right to reject any and all Qualification Packets received as a result of this solicitation. Each Respondent will be ranked based on the Evaluation Committee results. Once all the qualifications are ranked, the City and firm will negotiate a contract as per Section 287.055, Florida Statutes.

2.3 INSURANCE

Respondents must submit with their Qualification Packet, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law
- Employer's Liability Insurance - \$1,000,000 per occurrence
- General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful Respondent(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required coverage remains current and in effect throughout the term of contract.

Consultant 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 this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors.

Consultant 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.

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

The award Respondent(s) must submit prove of insurance, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.4 PERFORMANCE/PAYMENT BOND

Intentionally Omitted

2.5 FAILURE TO PERFORM

If in the opinion of the City's representative, the Consultant refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Consultant to repair and replace work immediately or discontinue all work under this Contract.

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

The City may thereupon look to the next responsive and responsible Respondent to complete the work or advertise for qualifications and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Respondent upon his contract. Any excess cost arising therefore over and above the original contract price shall be charged to the Respondent.

2.6 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines apply to this contract. Consultants 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 solicitation has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Consultant, except as fully disclosed and approved by the City.

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

2.7 SOLICITATION CONDITIONS

2.7.1 THE CITY OPTIONS

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

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 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.

2.7.2 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 Solicitation and to providing the services described herein.

2.7.3 CHANGE OF PROPOSAL

Any Respondent, 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 Respondent's name and the Solicitation # shall appear on the envelope.

2.7.4 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 ninety (90) days after the date of the proposal opening, to provide the proposed services.

2.7.5 MODIFICATIONS OF PROPOSAL

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

2.7.6 TRUTH IN NEGOTIATION STATEMENT

The successful Respondent 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".

2.7.7 CONTRACT NEGOTIATIONS

At the time of contract negotiations, a percentage fee for overhead and profit will be established. This fee shall be for the life of the Project. The City, at its sole discretion, may elect not to award any contracts.

2.7.8 CONTRACT AWARD

Any contract resulting from this solicitation will be in the form acceptable to the City and shall remain in effect until construction work has received 100% acceptance by the City.

2.8 VENDOR REGISTRATION

The awarded Respondent shall be a registered vendor with the City for the duration of the agreement. In becoming a registered vendor, the Respondents confirms its knowledge of and commitment to comply with the City's 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

2.9 REVIEW OF PROPOSALS

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

2.10 REFERENCES AND SUB-CONTRACTORS

Each solicitation must be accompanied by a list of three (3) references (**See Form A-14**) of similar work, which shall include the name of the company, a contact person and the telephone number. **NO SOLICITATION WILL BE CONSIDERED WITHOUT THIS LIST**. It is the responsibility of the Respondent to ascertain that the contact person will be responsive.

Respondents must complete a STATEMENT OF EXPERIENCE OF BIDDERS and complete Form A-6 - Proposer's Disclosure of Subcontractors and Suppliers" and return with Bid package.

2.11 COMPLETE PROJECT REQUIRED

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Consultant from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.12 SOLICITATION SUBMITTAL/ADDENDUMS

All Solicitations submitted shall include the completed Form(s) and all required product information and any other items as indicated on in this Solicitation. Solicitations will be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

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

2.13 LATE SOLICITATIONS

The City of North Miami cannot accept Solicitations received after opening time and encourages early submittal.

2.14 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 2

SECTION 3.0 FEDERAL AND STATE REQUIREMENTS

3.1 BROOKS ACT (40 USC 1101-1104)

The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. Engineering and design related services are defined in 23 U.S.C. §112 (b)(2)(A) and 23 C.F.R. §172.3 to include program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or other related services. These other services may include professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

3.2 LETTING OF CONTRACTS (23 U.S.C. 112(b)(2)(A))

Bidding Requirements - (2) Contracting for engineering and design services. - (A) General rule - Each contract for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a project subject to the provisions of subsection (a) of this section shall be awarded in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or equivalent State qualifications-based requirements.

3.3 METHODS OF PROCUREMENT (23 CFR 172.5(a)(1))

(a) *Procurement.* The procurement of Federal-aid highway contracts for engineering and design related services shall be evaluated and ranked by the contracting agency using one of the following procedures: (1) *Competitive negotiation.* Contracting agencies shall use competitive negotiation for the procurement of engineering and design related services when Federal-aid highway funds are involved in the contract. These contracts shall use qualifications-based selection procedures in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541–544) or equivalent State qualifications-based requirements. The proposal solicitation (project, task, or service) process shall be by public announcement, advertisement, or any other method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Price shall not be used as a factor in the analysis and selection phase. Alternatively, a formal procedure adopted by State Statute enacted into law prior to June 9, 1998 is also permitted under paragraph (a)(4) of this section.

3.4 LEGISLATIVE INTENT (287.001)

The Legislature recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are procured. It is essential to the effective and ethical procurement of commodities and contractual services that there be a system of uniform procedures to be utilized by state agencies in managing and procuring commodities and contractual services; that detailed justification of agency decisions in the procurement of commodities and contractual services be maintained; and that adherence by the agency and the vendor to specific ethical considerations be required

3.5 CONSULTANTS COMPETITIVE NEGOTIATION ACT ("CCNA" 287.055)

- (a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- (b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).
- (c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.
- (d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

3.6 CONFLICTS OF INTEREST (23 CFR 1.33)

No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

3.7 ACQUISITION OF PROFESSIONAL SERVICES (375-030-002-I)

When a Local Agency determines it needs the services of a consultant, it must proceed according to the statutory provisions outlined in **Section 287.055, F.S.** State law applies to both the Department and the Local Agencies. Therefore, the Local Agency's procedures should be similar to the Department's **Acquisition of Professional Services Procedure (Topic 375-030-002)**.

3.8 OVERHEAD RATES (INDIRECT RATES/DIRECT SALARY MULTIPLIERS)

The acceptance of indirect cost rates established in accordance with the FAR by the cognizant agency if they are not under dispute and application of those rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment (23 U.S.C. 112(b)(2)(C) to (D) and 23 CFR 172.7(b)) will be used for contracts by FDOT and local public agencies utilizing Federal-aid.

3.9 DBE AND MBE PARTICIPATION (49 CFR 26.51)

Bidder(s) must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

3.10 EFFORTS TO ENCOURAGE AWARDING CONTRACTS TO DISADVANTAGED BUSINESS ENTERPRISES (337.139)

In implementing chapter 90-136, Laws of Florida, the Department of Transportation shall institute procedures to encourage the awarding of contracts for professional services and construction to disadvantaged business enterprises. For the purposes of this section, the term “disadvantaged business enterprise” means a small business concern certified by the Department of Transportation to be owned and controlled by socially and economically disadvantaged individuals as defined by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The Department of Transportation shall develop and implement activities to encourage the participation of disadvantaged business enterprises in the contracting process. Such efforts may include:

- (1) Pre-solicitation or pre-bid meetings for the purpose of informing disadvantaged business enterprises of contracting opportunities.
- (2) Written notice to disadvantaged business enterprises of contract opportunities for commodities or contractual and construction services which the disadvantaged business provides.
- (3) Provision of adequate information to disadvantaged business enterprises about the plans, specifications, and requirements of contracts or the availability of jobs.
- (4) Breaking large contracts into several single-purpose contracts of a size which may be obtained by certified disadvantaged business enterprises.

3.11 E-VERIFY (FLORIDA EXECUTIVE ORDER NUMBER 11-116)

To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Consultant agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Consultant during the contract term. Consultant shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

3.12 NONDISCRIMINATION FEDERALLY ASSISTED PROGRAMS (49 CFR PART 21)

The purpose of this Part is to effectuate the provisions of title VI of the Civil Rights Act of 1964 (hereafter referred to as the Act) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.

3.13 PROCEDURE FOR EFFECTING COMPLIANCE (49 CFR 21.13(b))

(b) Noncompliance with If an applicant fails or refuses to furnish an assurance required under § [21.7](#) or otherwise fails or refuses to comply with a requirement imposed by or pursuant to that section, Federal financial assistance may be refused in accordance with the procedures of paragraph (c) of this section. The Department shall not be required to provide assistance in such a case during the pendency of the administrative proceedings under such paragraph. However, subject to § [21.21](#), the Department shall continue assistance during the pendency of such proceedings where such assistance is due and payable pursuant to an application approved prior to the effective date of this part.

3.14 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES (49 CFR PART 26)

This part seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of DOT assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- (g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

3.15 HIGHWAY PROJECTS (USC 18 SECTION 1020)

Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the

provisions of the Federal-Aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented, Shall be fined under this title or imprisoned not more than five years, or both.

3.16 PARTICIPANTS' RESPONSIBILITIES

- a. *Certification by participants in primary covered transactions.* Each participant shall submit the certification in appendix A to this part for it and its principals at the time the participant submits its proposal in connection with a primary covered transaction, except that States need only complete such certification as to their principals. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, each participant may, but is not required to, check the Non-procurement List for its principals (Tel. #). Adverse information on the certification will not necessarily result in denial of participation. However, the certification, and any additional information pertaining to the certification submitted by the participant, shall be considered in the administration of covered transactions.
- b. *Certification by participants in lower tier covered transactions.*
 1. Each participant shall require participants in lower tier covered transactions to include the certification in appendix B to this part for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
- a. However, an operating administration may require that a person who enters into a primary covered transaction require the next lower tier participant to include, with conforming modifications, the certification in appendix A.
 2. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction by any Federal agency, unless it knows that the certification is erroneous. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, a participant may, but is not required to, check the Non-procurement List for its principals and for participants (Tel. #).
- c. *Changed circumstances regarding certification.* A participant shall provide immediate written notice to DOT if at any time the participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Participants in lower tier covered transactions shall provide the same updated notice to the participant to which it submitted its proposals

END OF SECTION 3

SECTION 4.0 EVALUATION/SELECTION PROCESS

4.1 EVALUATION PROCESS

A committee appointed by the Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the committee prior to evaluation. The Committee's initial evaluation of Respondents shall be on the basis of the specific project needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

4.2 SELECTION CRITERIA

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is per Committee Member is **100**. 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. Selection will not be based solely on lowest price. The City will put each Solicitation through a process of evaluation to determine the Respondent's responsiveness to City's needs. Factors to be considered but not limited to include:

Criteria	Maximum Points
Methodology & Approach	20
Experience in Providing Similar Projects	25
Firm Qualification and Experience	35
References	20
Evolution Score:	100

4.2.1 **METHODOLOGY & APPROACH (MAXIMUM POINTS 20)**

Proposed Methodology, Approach and Implementation Plan should demonstrate the Respondent's response to meet the services required by the City, as listed throughout this Solicitation by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications. Relevant considerations include the quality and feasibility of your approach to meeting these needs, attach a project plan if appropriate.

Identify how you will meet all other aspects of the scope of work and related requirements. List any items you cannot provide. Provide

information on any other pertinent services, if any, you can offer that will reduce costs or enhance the revenue cycle for the City.

4.2.2 EXPERIENCE IN PROVIDING SIMILAR PROJECTS (MAXIMUM POINTS 25)

Provide your firm's experience in providing the services contemplated herein. For each past project, within the last five (5) years, or current project of similar size and/or services. Description of services provided by your firm, start and end dates of services performed. Contract value (total value of services performed by you), indicate whether said projects were completed on schedule and within budget. Hiring entity and contact person (name, title, phone number, email address).

4.2.3 FIRM QUALIFICATION & EXPERIENCE (MAXIMUM POINTS 35)

Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses requested in the "Minimum Qualification" section of this Solicitation.

As evidence of your firm's establishment submit copy of the State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report (obtain from sunbiz.org).

If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this Solicitation. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual. Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

4.2.4 REFERENCE (MAXIMUM POINTS 20)

Respondent must provide at least three (3) references, of work within the last five (5) years, preferably from government agencies related to contracts of similar scope and magnitude as described in this Solicitation. ***Do not include in your references any former or current employee of the City.*** Experience will not be considered unless complete reference data is provided. At a minimum, the information provided in Form A-14 must be included for each client reference. If including reference letters attach said letters behind.

4.3 AWARD

Award will be made to the Respondent whose qualifications are determined to be in the best interest to the City. Each Respondent will be ranked based on the Evaluation Committee results. Once all the Solicitations are ranked, the City and Respondent will negotiate contract term per Statute 287.055.

Any contract resulting from this solicitation will be in the form acceptable to the City.

END OF SECTION 4

SECTION 5.0 SOLICITATION FORMAT

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

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

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

5.2 COPIES

Please submit an original Solicitation, be sure to clearly mark "Original" as such. Three (3) complete copies of the original Solicitation are requested. Each copy of the Solicitation is distributed to the Evaluation Committee if your Solicitation copies are incomplete your Solicitation may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

5.3 SUBMISSION

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

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

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

5.4 COVER PAGE AND SOLICITATION SUBMITTAL CHECKLIST APPENDICES

The Cover Page and Checklist shall be submitted as part of the Solicitation. Cover Page must be completely and neatly filled-in. Checklist however is provided merely for the convenience of the respondent and may not be relied upon in lieu of the instructions or requirements of throughout solicitation.

5.5 TABBING OF SECTIONS

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

5.6 MINIMUM SUBMISSIONS

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

SECTION ONE (1) NARRATIVE DESCRIPTION

The Respondent shall provide a Narrative Description, outline in section Evaluation/Selection Process and as described in further detail in the section herein entitled **Selection Criteria**. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly. Do not assume that information given in one section will be considered in response to another section. Headline each section using the designation provided.

SECTION TWO (2) CONTRACT FORMS

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:

Vendor Registration (if not registered)

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non- Collusive Proposal Certificate
- Form A-4 Questionnaire
- Form A-5 Acknowledgement of Addenda (if applicable)
- Form A-6 Disclosure of Subcontractors & Suppliers
- 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/business/purchasing/forms.asp>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Solicitation 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 at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta) for all applicable addends.

SECTION THREE (3) FEDERAL FORMS

- Attachment A – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- Attachment B – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- Attachment C – Standard Form-LLL, Disclosure of Lobbying Activities Form
- Attachment D – Standard Professional Service Agreement
- Attachment F – DBE Bid Package Information
- Attachment F-1 – DBE Participation Statement

SECTION FOUR (4) RELATED CE&I EXPERIENCE

The Respondent shall provide a listing of at least two (2) completed CE&I projects performed over the last five (5) years by its key team members with client name, client contact name and telephone number and project size provided. Also include total of fees paid to firm and total cost of the construction, estimated and actual.

- The performance of each Respondent with respect to projects comparable in type, size and complexity to the applicable project shall be evaluated. Respondents may submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.
- List CE&I projects currently in progress to include staffing organization and management of the staff and sub-consultants and distribution of project assignments.

Technical staff shall be considered as those persons proposed to be associated with the implementation of the project:

The Respondent shall identify the team members responsible for key aspects of the design (i.e. architectural, civil, structural, MEP, process, instrumentation, quality assurance / quality control, etc) and indicate and provide copies of current licenses.

END OF SECTION 5

SECTION 6.0
FORMS



**ATTACHEMENTS,
Forms
& Appendix**



Appendix A

COVER PAGE & CONTACT PERSON INFORMATION

RFQ 29-12-13

**CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)
ARCH CREEK BIKE PATH & PEDESTRIAN BRIDGE REPLACEMENT PROJECT**

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

Legal Name of Proposer(s): _____

Federal Employee
Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



Appendix B

SOLICITATION SUBMITTAL CHECKLIST

RFQ 29-12-13

**CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)
ARCH CREEK BIKE PATH & PEDESTRIAN BRIDGE REPLACEMENT PROJECT**

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

Tab No.	Section	OFFICE USE ONLY
	Narrative Description	
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 Insurance Requirements	
	A-14 References	

Federal Documents

Tab No.	Section	OFFICE USE ONLY
	Attachment A – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts	
	Attachment B – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts	

	Attachment C – Standard Form-LLL, Disclosure of Lobbying Activities Form	
	Attachment D – Standard Professional Service Agreement	
	Attachment F – DBE Bid Package Information	
	Attachment F-1 – DBE Participation Statement	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		

Section 7.0 General Guidelines and Information

7.1 **DEFINITION**

- a) "CCNA RFQ." This solicitation is issued in accordance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes.
- b) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFQ.
- c) "City." The City of North Miami.
- d) "Project Manager" refers to the individual who will handle planning, organizing, and managing resources to bring about the successful completion of the project goals and objectives.
- e) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- f) The word "Department" to mean a department of The City of North Miami.
- g) The words "Scope of Services" or "Scope of Work" to mean section 2.0 of this solicitation, which details the work to be performed by the contractor or consultant.
- h) The word "Solicitation" to mean this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- i) The words "Subcontractor" or "Sub-Consultant" to mean any person, firm, entity or organization, other than the employees of the Respondent, who contracts with the Respondent to furnish labor, or labor and material, in connection with the worker services to the city, whether directly or indirectly, on behalf of the contractor.
- j) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the city to the contractor in accordance to the terms of the contract.

7.2 **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.

7.3 **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.

7.4 **PUBLIC ENTITY CRIMES AFFIDAVIT**

The *Public Entity Crimes 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 Crimes 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.

7.5 **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. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

7.6 LOBBYING

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any 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.

7.7 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.

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

7.9 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.

7.10 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.**

7.11 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.

7.12 SOLICITATION DOCUMENTS

If a potential Respondent protest any provisions of the solicitation 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 bids or receipts of proposals. A written protest is filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the city at the time of filing the formal written protest a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notice of intent to protest and formal written protest along with bond or other security 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.

7.13 CONTRACT

The selected Respondents understand 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 Respondents shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

7.14 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.

7.15 TAX EXEMPT STATUS

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

7.16 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.

7.17 ASSIGNMENT OF RESPONSE

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

7.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response 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.

7.19 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.

7.20 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-responsive; 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.

7.21 CONSULTANT'S COMPETITIVE NEGOTIATION ACT

This solicitation is issued in accordance with the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes. Respondents are requested to submit comprehensive qualifications and technical proposals in response to the requirements set forth herein.

7.22 WRITTEN PROPOSAL EVALUATION ORAL PRESENTATIONS

The selection committee members will independently score the written proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 3 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.

7.23 REVIEW OF PROPOSAL FOR RESPONSIVENESS

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.

7.24 CITY COUNCIL REVIEW

The City will report the result via the *Authorization to Proceed with the Ranking of Selected Firm(s)* and to enter into contract Negotiation.

7.25 CONTRACT AWARD

The City anticipates the award of multiple contracts, 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.

7.26 CONE OF SILENCE

This RFQ 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 RFQ after the advertisement of said RFQ. 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 RFQ shall not preclude procurement staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, Respondent, lobbyist,

or consultant are in writing or are made at a duly noticed public meeting.

The 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, or bid documents. A copy of all written communications must be filed with the City Clerk.

7.27 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").

7.28 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 Procurement 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.

7.29 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.

7.30 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.”

7.31 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.

END OF SECTION

