REQUEST FOR QUALIFICATIONS

Single Family Home Beautification Project

RFQ No. 14-14-15

PRE-SOLICITATION CONFERENCE
NOT-APPLICABLE

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, FEBRUARY 13, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME
TUESDAY, FEBRUARY 24, 2015 AT 3:00PM (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. 14-14-15.**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov or sgraham@northmiamifl.gov
Phone: (305) 895-9886 I Fax: (305) 895-1015

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Qualification Proposals from qualified and experienced contractors to provide exterior home repair services for approximately eighty single family homes through the Façade Grant, for the City's Single Family Beautification Program (SFBP) as requested throughout this Solicitation.

Please submit one (1) original bound Proposal, three (3) complete copies of the original Proposal and one (1) 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"

Single Family Home
Beautification Project

RFQ No. 14-14-15

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

Event	Date	Time
Advertisement Date:	Thursday, January 22, 2015	
Non-Mandatory Pre-Solicitation Conference:	Not-Applicable	10:00am
Last Date for Receipt of Written Questions:	Friday, February 13, 2015	12:00pm
Opening of Solicitation:	Tuesday, February 24, 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 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, Cone of Silence, prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
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

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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" or "Response" 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 Proposal (RFQ) document, and all associated addenda and attachments.

i) "Subcontractors" or "Subconsultant" to mean any person, 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.

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 decision s, 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 noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed 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 conRespondented 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 responses 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 Proposal Form and all required product information and any other items as indicated in the RFQ. 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 RFP, RFQ and IFB after the advertisement of said RFP, RFQ 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 RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public

presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFQ, 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 may be 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 affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the 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 is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

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

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

1.36 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 inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Work into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City.

The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.45 CONTRACTOR OBLIGATIONS

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

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project 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 Solicitation is to solicit for the qualifications and selection of firms to be added to a pre-qualified pool of contractors; to provide exterior home repair services for approximately eighty (80) eligible single family homes through the Façade Grant, for the City's Single Family Beautification Program (SFBP) as requested throughout this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent maybe selected.

Award shall be to multiple Contractors. Pricing shall be negotiated after award.

2.2 PRE-SOLICITATION CONFERENCE – NON-MANDATORY

Intentionally Omitted

2.3 TERM OF CONTRACT

The term of contract will be determined upon award of each contract under this solicitation. Services shall commence upon the issuance of a Notice to Proceed (NTP) letter and shall remain in effect until such time as the Project acquired in conjunction with this Solicitation, has been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City it will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing. Failure to do so will subject Contractor to Liquidated Damages pursuant to Section 2.7 below.

2.4 OPTION TO RENEW

Intentionally Omitted

2.5 METHOD OF AWARD

See section 4 for method of evaluation and award

2.6 INDEMNIFICATION AND INSURANCE

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

2.6.1 COMMERCIAL GENERAL LIABILITY

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

2.6.2 PROFESSIONAL LIABILITY (Errors and Omissions)

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

2.6.3 COMMERCIAL AUTOMOBILE LIABILITY

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

2.6.4 WORKER'S COMPENSATION

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

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

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. 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, 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.

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.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.7 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

It is mutually agreed that time shall be an essential part of this Proposal, and that in case of the failure on the part of the Contractor to achieve completion of work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be fifty dollars ($50) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of fifty dollars ($50) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement.

2.8 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

Intentionally Omitted

2.9 PERFORMANCE & PAYMENT BOND

Intentionally Omitted

2.10 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses 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 Contractor to repair and replace Work immediately or discontinue all Work under Contract.

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

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

2.11 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.11.1 Contractor Information:

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

2.11.2 City Information:

- City Purchase Order Number

2.11.3 Pricing Information:

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

2.11.4 Goods or Services Provided per Contract:

- Description
- Quantity

2.11.5 Delivery Information:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.11.6 Failure to Comply:

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

2.12 FEDERAL AND STATE REGULATIONS

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

2.13 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a worksite, remain open to the public whenever and wherever possible.

Contractor shall at all times, during the performance of Services, keep the worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

Contractor shall notify the City in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any work. Failure to notify the City of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

2.14 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas where Work was done as mutually agreed upon with the project manager.

2.15 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor(s) hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this Proposal and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications:

2.15.1 The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled or

2.15.2 The City may require the Contractor to replace the materials at the Contractor's expense.

2.16 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.16.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2.16.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may;

(a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing. **GUARANTEE AGAINST DEFECTS SHALL BE ONE YEAR**

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City with 45 calendar days to correct deficiencies. The Contractor shall promptly correct these deficiencies, without cost to the City, within 180 calendar days after the City notifies the Contractor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

2.17 INSPECTION BY THE CITY

The Contractor is required to conduct on-site inspections at times which are mutually convenient to the Contractor and the City's officials, and shall be performed prior to the final completion of the Project(s) in order to evaluate the placement of controls, structural changes and general construction techniques. The Contractor shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.18 ACCEPTANCE OF PRODUCTS AND/OR SERVICES BY THE CITY

The product(s) and/or Services to be provided hereunder shall be delivered or provided to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided

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

2.19 NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Proposal and resultant Contract.

2.20 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Contractor shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, and/or repair. A written instruction from an authorized City representative shall constitute sufficient notice to the Contractor to commence Work. Time for completion may be considered a factor in determining the Contractor to whom award will be made, if so stipulated in provision entitled "Method of Award".

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

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

2.21 WORK ACCEPTANCE

Project(s) will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

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

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

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

2.25 LICENSES, PERMITS AND FEES

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

2.26 OMISSION FROM THE SPECIFICATIONS

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

2.27 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

CONTRACTOR shall perform the Work with its own organization, amounting to not less than **one hundred (100%)** of the work performed for each single home.

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

2.28 WAIVER OF IRREGULARITIES

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

2.29 COUNCIL MEETING

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

2.30 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Manager, 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 Proposal Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES /TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Scope of work required under this Solicitation is to provide all necessary planning, design, materials, labor, supervision, equipment and other required professional and construction related services for the turnkey implementation of the Single Family Beautification Program in accordance with the Florida Building Code and all applicable state, county and City regulations.

The beautification to the existing residential properties (for approximately 80 single family homes) are to include, but not limited to: pressure cleaning and exterior painting services, replacement of exterior doors services, replacement of impact and non-impact sliding glass door(s) services, the repaving and new installation of driveway and approach services, the replacement of older windows to impact or non-impact single hung, casement and or horizontal sliders, installation of hurricane shutters, installation and replacement of rotted fascia, soffit, soffit screens, gutter and downspout services.

FASCIA

Remove existing rotted wood fascias and replace with new wood fascias at the complete perimeter of the house. Fascia replacement shall be with matching size and material. Fascia shall be replaced with a minimum length of 5 feet interval and joints to be 45 degree cut and secured with non corrosive nails. Remove all attachments to the fascia as required and reattach after replacement. Carefully secure fascia to furring strip without damaging the metal flashings. Apply one coat of low VOC primer and two coats of low VOC exterior paint at fascia and the complete perimeter of the house.

3.2 WOOD AND/OR CONCRETE SOFFITS

A) WOOD SOFFIT:
Remove and discard all damaged, deteriorated soffit material and soffit screens and haul away from property (per Section 2.13-2.14). Repair damaged and deteriorated rafters' ends and soffit framing as necessary. Provide and install new soffit wood along with new aluminum framed soffit vents at approximate 32" intervals around the perimeter. All soffit shall be secured with non-corrosive nails. Soffit, soffit vent and screens shall be with matching size and materials. Remove all attachments to soffit and reattach as required after soffit replacement. All intersections of new soffit and existing structure are to be caulked and sealed. Apply one coat of low VOC primer /sealer and two coats of low VOC exterior paint at soffits and the complete perimeter of the house.

B) CONCRETE SOFFIT:

Repair any existing damaged and visible cracks along concrete soffits perimeter. Remove deteriorated soffit screens Replace with new ones. All soffit screens shall be matching size with existing ones. Apply one coat of low VOC primer /sealer and two coats of low VOC exterior paint at soffits around the perimeter of the house.

3.3 GUTTERS

Install new seamless metal gutters and downspout system. (On the perimeter of the house) Install new splash 24" blocks at downspout to discharge water away from foundation.

3.4 EXTERIOR DOORS

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away (per Section 2.13-2.14). Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). Furnish and install new out-swing impact resistant six panels, steel exterior door complete with jamb, casing, and brick molding. Doors must be 1-3/4 inch solid core door.

Install panoramic peephole (exclude the utility room door), aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop.

Install tamper proof hinges.

- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.

- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid-grade or better of the City approved brands, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).

3.5 EXTERIOR WINDOWS (IMPACT OR NON-IMPACT)

The Contractors will verify measurements/dimensions and total number of openings to receive new windows (standard size 37" x 50" Install new single hung, **non-impact, or hurricane impact**, aluminum windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Enlarge the window opening, as required, to install a code approved egress window.
- The Contractor can install casement or horizontal sliding windows as egress window to comply with FBC (casement windows: 37" x 50" egress).
- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.

- Replace missing, cracked, damage and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

3.6 ACCORDION HURRICANE SHUTTERS

Install new aluminum accordion storm shutters. The shutters and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). The shutters shall to be permanently attached. Homeowner and/or Homeowner Association will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

All exposed anchoring screws shall be the same color as the frame or concealed.

- If necessary relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.

3.7 IMPACT OR NON-IMPACT SLIDING GLASS DOORS

Remove existing patio glass doors and frames **(Impact or Non Impact).** Install new patio sliding glass doors and frames with screen door panels within the same opening (up to 72" x 80"). All panels are to be operable with factory-tinted glass. Install new hardware on doors. Stucco, drywall, paint, caulk, and/or tile the adjacent surfaces around door opening to match existing. The new patio doors with it components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

All exposed anchoring screws shall be the same color as the frame.

- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

3.8 EXTERIOR PRESSURE CLEANING AND PAINTING

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove algae, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew.

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors

(six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three colors. Call Housing Inspector prior to first and final coat of paint for inspection.

NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning and painting are being performed. Additional paint shall be left to Homeowner for future use.

- Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.**
- Replace the screens on the crawl space vents, around the perimeter of the house.

3.9 DRIVEWAY AND APPROACH

Excavate all existing concrete at the location where concrete driveway, approach and sidewalk will be installed. If existing driveway, sidewalk, and approach do not exist, new ones shall be installed. Replace concrete driveway (6-inches thick); at least 3,000 PSI with wire mesh reinforcement. All work shall comply with ASTM. Installation of driveway and approach will consist of furnishing transportation, labor, materials, tools, equipments and incidental costs, to perform construction of concrete. Remove and replace concrete sidewalk (6-inches thick) with plain concrete, 3,000 PSI with wire mesh reinforcement. The removal, disposal and replacement of driveway, approach and sidewalk shall not be conflicted with any existing fence at the property line or encroachment. Approach shall be sloped to drain to swale area not street. Allow 5 feet setback to install driveway. Follow the City code for impervious area for the front yard. Install of driveway shall accommodate two vehicles. Take into account any drainage for neighboring property for both driveway and approach. Follow the FBC to install driveway and approach. Survey will be provided by homeowner.

END OF SECTION

SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

4.2 MINIMUM REQUIREMENTS

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

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

4.2.2 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 and must possess the following licenses (including any specified State registration, if applicable) at the time of Proposal submittal. Proof of licensing should be furnished within three (3) business days after request by the Purchasing Division. The Respondent shall submit copies of the following:

CERTIFIED GENERAL CONTRACTOR; and
CERTIFIED RENOVATOR LICENSE per 40 CFR PART 745.225

4.2.3 All vendors maintaining a business address within the City of North Miami or Miami-Dade County must have and provide a copy of a current Business Tax Receipt pursuant to Chapter 205.065, Florida Statutes. The Contractor should provide a copy of its Business Tax Receipt with the proposal submittal. Failure to do so may result in your proposal being deemed non-responsive.

4.2.4 References at a minimum: Proposer must provide at least 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.

4.3 EVALUATION PROCESS

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

4.4 SELECTION CRITERIA

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

Criteria	Maximum Points
Qualifications and Experience	40
Methodology and Approach to the Project	25
References (Use Contract Form A-14)	35
Evaluation Score:	**100**

4.5 ORAL PRESENTATIONS

Respondents may be invited to provide an oral presentation as a part of the evaluation process for this Solicitation. The Evaluation 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 Proposal and ensure a mutual understanding of the Scope of Work. 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 members. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

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.

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

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on 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. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.1.1 COPIES

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

5.1.2 DIGITALS COPY

Submit One (1) USB flash drive, compact disk (CD) or DVD of your original Proposal. Clearly label digital copy with Solicitation No. & Title and Company Name.

5.1.3 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the 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 Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

5.2 PROPOSAL FORMAT

The Proposal must be in the following format. Failure to include responses to items #1 through #10 in this Section 5.2 may result in the proposer being deemed non-responsive and resulting in the Proposal not being considered.

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

LABEL EACH SECTION AS NUMBERED

1. **COVER PAGE FORM**

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

2. **SUBMITTAL CHECKLIST**

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

3. **LICENSING/CERTIFICATIONS**

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

4. **REFERENCES**

   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. Experience will not be considered unless complete reference data is provided. Use Contract Form A-14.

5. **QUALIFICATION AND EXPERIENCE**

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

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

- Provide a description of services provided by your organization

- Provide copies of all licenses requested for the Project/Services of this Solicitation.

- Provide resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of this Solicitation documents.

  - The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

6. METHODOLOGY & APPROACH TO THE PROJECT

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

- 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.

- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the Project at hand.

- Suitability of the methodologies and approaches used in achieving tasks.

- Overall organization to completing the Project.

- Ability to meet desired timelines and deadlines.

5.3 CONTRACT FORMS

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

The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non- Collusive Proposal Certificate

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

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

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

Form A-14 References

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

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

(http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta).

END OF SECTION

SECTION 6.0
ATTACHMENTS, FORMS & APPENDIX

COVER PAGE & CONTACT PERSON INFORMATION

SINGLE FAMILY HOME BEAUTIFICATION PROJECT RFQ 14-14-15

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

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

ATTACHMENT A, DESCRIPTION OF WORK ITEMS

SINGLE FAMILY HOME BEAUTIFICATION PROJECT RFQ NO. 14-14-15

Pricing shall be negotiated after recommendation for award. Award shall be to multiple Contractors. Sample description of work items are listed below (per technical specifications). Additional items may be added to the list at time of negotiations.

Work for all items shall include planning, design, materials, labor, supervision, equipment and other required professional and construction related services.

Items	Description
1	To provide exterior window (37”x50” standard size) replacement services as required in Section 3.6.
	a. New Impact Window
	b. New Non-Impact Window
2	To provide sliding glass door (72”x80”) replacement services as required in Section 3.8.
	a. New Impact Slide Glass Door
	b. New Non-Impact Slide Glass Door
3	To provide exterior door replacement services as required in Section 3.5.
	a. New Exterior Door
4	To provide installation services of metal gutters and downspout as required in Section 3.4.
	a. New seamless gutters and downspouts

5	To provide removal and replacement services of fascias as required in Section 3.2.
	a. Fascia (1” x 6”)
	b. Fascia (1” x 8”)
	c. Fascia (1” x 10”)
6	To provide wood/concrete soffit replacement and repair services as required in Section 3.3 A and B.
a	Soffit Replacement (Wood)
	Soffit Repair (Wood)
b	Soffit Replacement (Concrete)
	Soffit Repair (Concrete)
7	To provide new accordion shutters installation services as required in Section 3.7.
	a. Accordion Hurricane Shutter
8	To provide exterior pressure cleaning and painting services as required in Section 3.9.
	a. Pressure Clean and Paint
9	To provide excavation and installation services for driveway and approach as required in Section 3.10.
	a. Driveway and Approach

PROPOSAL SUBMITTAL CHECKLIST

SINGLE FAMILY HOME BEAUTIFICATION PROJECT RFQ 14-14-15

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

Company Name: _____

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

No.	Minimum Requirements	Checklist
1.)	State of Florida active Sunbiz Report	☐
2.)	Professional Licenses/Certifications/Business Tax Receipt	☐
3.)	References (City Form A-14)	☐
	Narrative Description	
4.)	Qualification & Experience	☐
5.)	Methodology & Approach to the project	☐

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

CITY FORMS CHECKLIST

SINGLE FAMILY HOME BEAUTIFICATION PROJECT RFQ NO. 14-14-15

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

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

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	☐
2.)	A-2 Non- Collusive Proposal Certificate	☐
3.)	A-3 Local Preference Affidavit *(optional)*	☐
4.)	A-5 Acknowledgement of Addenda *(if applicable)*	☐
5.)	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	☐
6.)	A-7 Insurance Requirements	☐

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

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