REQUEST FOR QUALIFICATION

Surplus Auction Services Pre-Qualification
RFQ No. 34-06-15

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

SEPTEMBER 28, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME

OCTOBER 7, 2015 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 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. 34-06-15**

Contact Person: Heylicken Espinoza, Buyer
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced Surplus Auctioneer Firm(s) ("Proposers" or "Respondents") to provide the disposal of surplus items for The City of North Miami, located in North Miami, Florida.

Please submit one (1) original bound Proposal, two (2) 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. Qualifications 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 Office of the City Clerk at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"

SURPLUS AUCTION SERVICES PRE-QUALIFICATION
RFQ No. 34-06-15

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

Event	Date	Time
Advertisement Date:	September 14, 2015	
Non-Mandatory Pre-Solicitation Conference:	N/A	
Last Date for Receipt of Written Questions:	September 28 2015	12:00pm
Opening of Solicitation:	October 7, 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 Onvia at www.demandstar.com or calling toll free 1-800-711-1712.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 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/business/purchasing/forms.asp.

- Form A-1 Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit May be curtailed if federal funds are used.
- Form A-4 Questionnaire Instructions
- Form A-5 Addendum to Proposal Documents
- Form A-6 Proposer's Disclosure of Subcontractors and Supplies
- Form A-7 General Insurance Requirements
- Form A-8 Statement of No Response
- Form A-14 Reference

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Vendor.

c) **"**Contractor**"** or "Awarded Vendor" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

d) "Department" means a department of the City of North Miami.

e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

f) "Proposer" or "Respondent" means all Vendors, consultants, organizations, Respondents or other entities submitting a response to this RFQ.

g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work or Services to be performed by the Vendor under Contract.

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

i) "Subcontractors" or "Subconsultant" to mean any person, Respondent, entity or organization, other than the employees of the Vendor, who contracts with the Vendor to furnish labor, equipment, services, and materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Vendor.

j) "Work" or "Services" means the provision of Auction Services in accordance with this RFQ and subsequent contract documents.

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 Vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 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 may be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Subconsultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Manager or Contract Specialist (identified on the cover page of this Solicitation) shall be the only

point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

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

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 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 communicated in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) 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 downloaded.

1.11 CANCELLATION OF THE SOLICITATION

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

1.12 PROTEST

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

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

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 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 its response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

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

1.15 TAX EXEMPT STATUS

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

1.16 RESPONSE SUBMISSION AND OPENING

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

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

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

1.17 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 Manager 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 Manager reserves the right to reject any and all Qualifications for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 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 Qualifications, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 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 if required. The City reserves the right to reject all Qualifications.

1.24 THE CITY OPTIONS

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

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

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

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

1.25 CONTRACT AWARD

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

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

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

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

1.27 NON-RESPONSIVE QUALIFICATIONS

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

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

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

1.28 CONE OF SILENCE

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

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

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement may render the Proposal non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the

Proposal except upon written approval of the City Manager (See "Form A-6").

1.30 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 Manager a meaningful opportunity to evaluate and rank Qualifications, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

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

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

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

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

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

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

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

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

1.35 COMMUNITY BENEFITS PLAN

The Vendor 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 Vendor 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 Vendor may 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 Vendor, as a precondition to the execution of any agreement. The Vendor'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 Qualifications will be permitted after the date and hour of the Proposal opening.

1.37 TRUTH IN NEGOTIATION STATEMENT

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

1.39 LATE SUBMISSIONS

The City Manager will not accept Qualifications 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 Qualifications will be announced at the Proposal Opening. Proposal will be read in the City Clerk Department located on the 1st 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 Vendors or Respondents providing professional Services on Work assigned to the Vendor, except as fully disclosed and approved by the City Manager. Vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 VENDOR OBLIGATIONS

The Vendor 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 Vendor at its own cost, whether or not specifically called for.

The Vendor 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 Vendor at no additional cost to the City.

1.44 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit Proposals from qualified and experienced Respondent(s) to provide auction services for surplus items for the City of North Miami. Services will include, but not limited to vehicles, office equipment, furniture and confiscated or seized items. This Solicitation shall serve to provide interested parties with general information as to the procedures through which a Respondent may be selected.

2.2 PRE-SOLICITATION CONFERENCE

Intentionally Omitted

2.3 TERM OF CONTRACT

The initial term of the Contract shall be for one (1) year with the first six (6) months being a trial period. If the Services provided by the awarded Vendor are satisfactory, as determined by the City Manager at the conclusion of the six-month trial period, the Contract term will then continue through the expiration of the initial term, unless otherwise terminated by the City Manager with or without cause. This Contract shall remain in effect for the entirety of the initial term; provided that the Services rendered by the Vendor(s) during the Contract period are satisfactory. In the event Services are scheduled to end because of the expiration of this Contract, the Vendor shall continue the service upon the request of the City Manager.

2.4 OPTION TO RENEW

The City Manager reserves the right to renew the Contract in writing and upon the same pricing, terms, and conditions at the expiration of the initial term for two (2) additional, one (1) year periods, except as otherwise provided herein.

2.5 METHOD OF AWARD

See section 4 for method of evaluation and award.

2.6 INDEMNIFICATION AND INSURANCE

Respondents must submit with their response, 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 project dedicated minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY

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

2.6.3 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.

Fidelity / Dishonesty Coverage of $500k not included here, but see Form A-7.

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.

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.

Coverage must be placed with carriers having an A rating or better as determined by at least two of the standard Rating Agencies such as AM Best or S & P.

The Contractor must submit, 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.

2.7 FAILURE TO PERFORM

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

If at any time the City Manager shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then the City

Manager may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work. The City may thereupon look to the next lowest, responsive and responsible Respondent to complete the Work.

2.8 METHOD OF PAYMENT

Intentionally Omitted

2.9 FEDERAL AND STATE REGULATIONS

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

2.10 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. All Vendors 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 Vendor.

2.11 ACCEPTANCE OF SERVICE BY THE CITY

The Work to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the requirements set forth in the Contract. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.12 WORK ACCEPTANCE

This Service will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work.

2.13 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in this Solicitation the Vendor shall furnish all equipment, adequate supervision, and coordination for satisfactory performance.

2.14 WAIVER OF IRREGULARITIES

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

2.14.1 The Proposer who is selected for the Project will be required to fully comply with the Project criteria for the Price Proposal, regardless that the Proposal may have been based on a variation from the Project criteria.

2.14.2 Proposers shall identify separately all innovative aspects as such in the Proposal. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

2.15 SOLICITATION CLARIFICATION AND INQUIRIES

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

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

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

The City has issued this Request for Qualification to solicit Pre-Qualifications from Respondents to provide auction services for surplus items. The selected Respondent(s) ("Vendor") shall furnish services which will include, but not limited to vehicles, office equipment, furniture and confiscated or seized items. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent maybe selected.

3.2 SCOPE OF WORK

3.2.1 Auction Requirements

Auctioneer shall conduct public auctions and comply with the following requirements:

- Auctions shall be open to the public.
- Auctions shall be in compliance with all applicable local, state and federal laws and regulations.
- Sale of property shall be made only to the highest responsible bidder.
- Auctioneer shall collect all sales tax and make restitution to the State in accordance with all requirements.
- Offer internet auction services.
- The auctioneer shall maintain a mailing list of prospective buyers and shall mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons.
- Maintain an active website and post auction brochures with a sales schedule on said website.
- Include the City of North Miami's items on the Auctioneer's website.
- Maintain record considered necessary by the City other than those provided by the auctioneer.
- Provide on-site supervision and security during all auctions at its facility if applicable.
- Ensure that all parties are notified that all items for both onsite and online auctions are being sold "as is".
- Auctioneer shall advertise and promote all auctions and bear all expenses related to the advertisement and promotions of auctions.

3.2.2 Surplus Pickup and Coordination

- Services shall include, but not limited to loading, uploading, transporting property to the auction site and temporary storage.
- Auctioneer shall pick up and transport vehicles in a timely manner, working closely with the Fleet Services department to ensure knowledge of the schedule, receipt of titles and removal of vehicles, as required. The designated representative shall contact the City's representative prior to the anticipated pickup to schedule dates, time, and route.

- Auctioneer shall be responsible for coordinating pickup of City surplus and vehicles. A Point of contact must be designated by the auctioneer for this contract.
- Auctioneer's point of contact shall be responsible for any planning, scheduling, site review, and identification of any special requirements or emergency surplus pickup during the contract term.
- The City reserves the right to request placement of designated representative if it finds that the individual is not responsive or compatible.
- The auctioneer shall receive and protect all City property delivered to the awarded vendor for the purpose of sale at the public auction for a period of up to sixty (60) days prior to the designated public auction date. The awarded vendor shall replace or compensate the City at the present value due to damage or other occurrence.

3.2.3 Auction Reporting

- Auctioneer shall maintain and keep all reports and records necessary to comply with any federal, state, or local law.
- Maintain an electronic back-up system for reports and records. A copy of records shall be made available to the City upon receipt of written request.
- All books and records shall remain open for the City to inspect at any time.
- A computer generated report shall be generated with the check no later than the 10th day of the month following the auction. This report shall include the following:
    - Number of lots sold
    - Buyer's name and contact information
    - Sales price
    - Commission charged and net proceeds
    - Expenses for transport of vehicles and miscellaneous expenses
    - Lot description including City property numbers and tracking numbers from the report Submitted by the City.
- When applicable, disposal records shall be itemized and the method of disposal stated, with specific details for any items deemed hazardous.

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(s) will be awarded to the most 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.

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

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

4.2 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide auction services. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored

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

4.2.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission.

4.2.3 At a minimum, Proposer must provide at least three (3) references of clients to which it has provided 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 (3) years. Only one (1) reference may be submitted for the City of North Miami.

4.2.4 Submit together with its proposal a copy of required evidence of insurance as described in Section 2.6 showing the insurance coverage and amounts are currently in place. Alternatively, Proposers may submit, together with their proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract. The statement letter shall stand

alone and shall not address any other topic neither shall it be incorporated into another letter

4.2.5 Joint Ventures. Two or more Respondents submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, Rev. 09/13. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

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

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

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

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

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4, Evaluation Criteria. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the factors detailed under the technical category.

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

4.4 SELECTION COMMITTEE

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

4.4.1 EVALUATION OF PROPOSALS

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

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

EVALUATION CRITERIA FOR RFQ

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Qualifications and Experience of the Firm	35
2	Qualifications and Experience of the Proposed Representative	20
3	Proposed Approach and Methodology	20
4	References	15
5	Local Preference	10
TOTAL		**100**

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

4.4.2 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Services. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges

between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.5 ADDITIONAL INFORMATION/CLARIFICATIONS

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

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

The proposer shall furnish such additional information as the City of North Miami may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by reserves the right to make investigations of the North Miami Police Department.

4.6 NEGOTIATIONS

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

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

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

4.6.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency which may affect the performance of Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials are to be submitted on 8½" X 11" pages, paginated, neatly typed, with normal margins and spacing, and separated by tabs to identify each required section. All documents and information must be fully completed and signed as required. The original document package must be **marked "ORIGINAL".** The document copies should be individually bound. Digital copies must be provided on a CD or USB drive. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

Please read the entire solicitation before submitting a proposal.

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.

Proposals shall be submitted in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A "tab" should be provided for each section as follows:

1. Cover Page (Appendix A)
The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile, number, e-mail address, name of person which will handle City's account, date, and, the subject and signature page.

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

3. Submittal Checklist (Appendix C)
The Submittal Checklist shall be submitted as part of the Proposal. A checklist is provided merely for the convenience of the Proposer and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation

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

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

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

5. Qualifications and Experience of the Firm – 35 Points

Indicate the firm's relevant experience, qualifications, and past performance providing auction services including an explanation of why the Proposer is the best qualified to perform the Work and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFQ.

6. Qualifications and Experience of the Proposed Representative – 20 Points

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

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

7. Proposed Methodology and Approach – 20 Points

Describe your firm's proposed methodology and approach to providing the services requested in this Solicitation including your firm's:

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the Project
- Ability to meet desired timelines and deadlines

8. Local Business Preference – 10 Points

The RFQ is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria. Respondents may utilize ***Form A-3 Local Vendor Preference Certification.***

A local business shall be defined as:

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

b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or

c) 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.

9. Additional Information

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

10. Insurance Requirements

/all respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. **(Form A-7)**

11. RFQ Forms

All RFQ forms provided in Section 5.0 must be completed (with all blanks filled in), executed and properly notarized. All Contract forms must be completed (with all blanks filled in), executed and properly notarized. The following forms must be submitted in the following order:

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non-collusive Proposal\Certificate
Form A-3	Local Preference Affidavit (optional)
Form A-5	Acknowledgement of Addenda (if applicable, attach copies of addendum)
Form A-6	Disclosure of Subcontractors & Suppliers (if applicable)
Form A-7	Insurance Requirements
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.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: http://www.northmiamifl.gov/docs/form_A5.pdf

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

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

END OF SECTION

SECTION 6.0
ATTACHEMENTS, FORMS & APPENDIX

Appendix A

COVER PAGE & CONTACT PERSON INFORMATION

SURPLUS AUCTION SERVICES PRE-QUALIFICATION
RFQ 34-06-15

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

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

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

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

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

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

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

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

Appendix B

PROPOSAL SUBMITTAL CHECKLIST

SURPLUS AUCTION SERVICES PRE-QUALIFICATION

RFQ 34-06-15

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: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Submittal Checklist	
Tab/Page No.	**Section Two (2) Narrative Description**	**OFFICE USE ONLY**
	Business Structure	
	Qualifications and Experience of the Firm	
	Qualifications & Experience of the Proposed Representative	
	Proposed Methodology and Approach	
Tab/Page No.	**Section Three (3) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 General Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
☐ Responsive	☐ Non-Responsive	☐ Other: _____
Comment: _____		