



## REQUEST FOR PROPOSAL

**RFP # 53-09-10**

### **Property Management Services**

Funded Through the Neighborhood Stabilization Program (NSP)

RESPONSES ARE DUE NO LATER THAN

**Tuesday, August 31, 2010 at 3:00 PM (Local Time)**

AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery by caused by any other occurrence.

Contact Person: Marcanthony Tulloch  
Email: [mtulloch@northmiamifl.gov](mailto:mtulloch@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



SUBJECT: The purpose of this solicitation is to retain a Florida-licensed Community Association Manager (CAM) to provide Property Management services for the City of North Miami.

Please submit one (1) original proposal and three (3) digital copies in the form of compact disk (CD) in response to this Request for Proposal (RFP). The proposals are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, August 31, 2010**. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark proposals:

**RFP # 53-09-10**  
**Property Management Services**

The City's tentative schedule for this Invitation to Bid is as follows:

<b>Cut- off Date for Questions:</b>	<b>08/17/2010</b>
<b>Opening of Proposals:</b>	<b>08/31/2010</b>
<b>Proposals Evaluations:</b>	<b>09/10/2010</b>
<b>Award:</b>	<b>TBD</b>

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

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

Please be advised that solicitations(s) issued are subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Bid(s).

We look forward to your active participation in this solicitation.

Sincerely,

*Marcanthony Tulloch*

Marcanthony Tulloch  
Purchasing Agent

## **Table of Contents**

Section	Page
1.0 General Guidelines and Information.....	4
2.0 Scope of Services.....	10
3.0 Proposal Format.....	17
4.0 Evaluation / Selection Process .....	19
5.0 Contract Forms.....	22

## **Attachments**

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non- Collusive Proposal Certificate
Form A-3	Vendor Preference
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Subcontractors & Suppliers
Form A-8	Statement of No Response

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. Emailed forms will not be accepted.

## Section 1.0 General Guidelines and Information

### 1.1 **DEFINITION**

- a) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- b) "City." The City of North Miami.
- c) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the contractor or consultant.
- f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.
- h) The word "Construction Manager (CM)" to mean the person to provide overall coordination management, supervision and scheduling of the work of each contractor/subcontractor and of the work of all separate multi-prime contractors with each other and with the activities and responsibilities of the CM and the Architect/Engineer so as to complete the project in accordance with City's objectives of safety, cost, time and quality.
- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the city to the contractor in accordance to the terms of the contract.

### 1.2 **CITY OVERVIEW**

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

### 1.3 **INVITATION**

This invitation is extended to firms and organizations 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 VENDOR LIST**

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

**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 sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

**1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially

breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

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

**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 confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

**1.9 ORAL REPRESENTATION**

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

**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](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

#### **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 BID PROTEST**

If a potential Respondents protest any provisions of the solicitation documents a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids or receipts of Proposals. A written protest is filed when received by the City Clerk.

Any Respondents who files a formal written protest pursuant to Chapter 27-158 City Code, , shall post with the city at the time of filing the formal written protest a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written within the time prescribed in Chapter 27-158, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings.

*Notice of intent to protest and formal written protest along with bond or other security shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor*

*North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.*

#### **1.13 CONTRACT**

The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

#### **1.14 DEVELOPMENT COSTS**

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

#### **1.15 TAX EXEMPT STATUS**

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

#### **1.16 RESPONSE SUBMISSION AND OPENING**

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

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

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile

transmission. The public is welcome to attend the solicitation opening.

**1.17 ASSIGNMENT OF RESPONSE**

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

**1.18 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

**1.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

**1.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a

variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

**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 RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

**1.23 CITY COUNCIL REVIEW**

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

**1.24 CONTRACT AWARD**

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation

submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **1.25 CONE OF SILENCE**

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

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

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

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the contract work and all

suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

#### **1.27 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **1.28 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no

exception is stated, the City will assume that the Respondent will accept all terms and conditions.

**1.29 PROPRIETARY/ CONFIDENTIAL INFORMATION**

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

**1.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS**

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

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

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

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)**

**1.31 RULES, REGULATED AND LICENSING REQUIREMENTS**

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

**END OF SECTION 1**

## 2.0 SCOPE OF SERVICES

### 2.1 PURPOSE

The purpose of this solicitation is to retain a Florida licensed Community Association Manager (CAM) to provide Property Management services necessary to maintain and preserve the housing units located within the City of North Miami along with maintaining the grounds. The selected contractor will manage residential units that may include single family houses, multifamily houses and apartment buildings..

### 2.2 PRE-PROPOSAL CONFERENCE

Intentionally Omitted

### 2.4 METHOD OF AWARD

Award will be made to the Respondent who submits the overall proposal that is determined to provide the best value to the City.

Proposals will be evaluated based on the following criteria:

1. Qualifications (25 Points)
2. Experience (35 Points)
3. Capabilities (25 Points)
4. Local Preference (10 Points)
5. SBE Small Business Enterprise (05 Points)

#### 2.4.1 MINIMUM REQUIREMENTS

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

- The selected proposer shall maintain a current State of Florida Community Association Manager (CAM) License.
- The proper shall show proof that they have successfully managed and maintained other similar properties for the past three years for other property owners

- The firm must have a direct contractual agreement for the referenced properties, and the scope of property management services must be at least as extensive as the services required by this RFP.

## **2.2 CONTACT PERSON**

For any information regarding the specifications and requirements of this bid, contact: Marcanthony Tulloch via facsimile: (305) 891-1015 or email at mtulloch@northmiamifl.gov.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, FAX: (305) 891-1015. The bid title/number shall be referenced on all correspondence. All questions must be received no later than **Tuesday, August 17, 2010** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. NO QUESTIONS WILL BE RECEIVED WRITTEN, VERBALLY OR AFTER SAID DEADLINE.

## **2.5 TERM OF CONTRACT**

This contract will commence on the first calendar day of the month succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for two (2) years; provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

## **2.6 OPTION TO RENEW**

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) year(s) period on a year-to-year basis.

## **2.7 CONTRACT NEGOTIATIONS**

At the time of Contract Negotiations, a percentage fee for overhead, profit as well as other pertinent fees will be established. This fee shall be for the life of the Project. The City, at its sole discretion, may elect not to award any contracts.

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

If the Respondent is awarded a contract under this bid solicitation, the rate quoted by the Respondent on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

## **2.09 INSURANCE REQUIREMENTS**

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

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$500,000 / \$500,000 / \$500,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
  - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
  - Claims made policy must have an extended coverage reporting period of two years past the coverage completion
  - For Deductible program or Self Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.
- Commercial General Liability Insurance - \$1,000,000 for each occurrence / general aggregate, to include personal advertising injury and products/completed operations
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Respondent(s) 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. Consultant shall guarantee all required insurances remain current and in effect throughout the term of contract.

## **2.10 SCOPE OF SERVICE**

The selected contractor (the Property Manager) will be required to provide full service, professional building management services ("Property Management Services") necessary to maintain and preserve the housing units located within the City of North Miami along with maintaining the grounds. The selected contractor will manage residential units that may include single family houses, multifamily houses and apartment buildings.

**2.10.1**            **PROPERTY ASSESING**

The Property Manager will be responsible for regularly assessing the conditions of the buildings and systems, developing and implementing operations, preventive maintenance, and establishing plans necessary to maintain, preserve, and keep the premises in good repair and condition.

**2.10.2**            **SERVICES**

The services of the Property Manager are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent, and careful manner so as to manage and supervise the operation, maintenance and servicing of the property. The manner should be comparable to, or better than, other similar properties located in the City. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable City and local codes including the City’s Housing Guidelines and regulations.

**2.10.3**            **SBE SMALL BUSINESS ENTERPRISE**

SBE Small Business Enterprise refers to firms certified by Miami Dade County’s SBE program as a Micro SBE or SBE.

**2.10.4**            **PROPERTY MANAGER RESPONSIBILITIES**

The Property Manager’s responsibilities shall include but not necessarily be limited to the following:

1. Showing properties to interested individuals, screening and qualifying applicants, executing leases on behalf of the City, collecting rents.
2. Maintaining continuous communication with assigned City staff on all buildings related issues including conducting meetings and providing required written reports on a monthly basis, or such other schedule as may be determined.
3. Developing and implementing comprehensive operations and preventative maintenance plans.
4. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by the City.

5. Hiring, all persons necessary to properly maintain and operate the buildings who, in each instance, shall be the Property Manager's (and not the City's) employee. Prevailing wages for Miami-Dade County are to be paid for all work to be done.
6. Ensuring that maintenance and repairs are performed by trained and/or licensed personnel.
7. Soliciting, bidding and entering into contracts for any necessary maintenance, janitorial, cleaning, trash removal, extermination, landscaping, lawn care and tree maintenance- and other services shall be advisable. The tenants are responsible for payment of electric, utility payments, and the City shall be responsible for any property or school tax payments.
8. Ensuring that any equipment and or appliances to be replaced shall be new or re-manufactured and shall be manufactured by a reputable manufacturer and comply with the City's Green Housing Rehabilitation Guidelines All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be ENERGY STAR® compliant, if available. Property Manager shall submit any proposed purchases to the City for its review and approval.
9. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to the City if found defective during that time. The Property Manager shall obtain cost estimates, when applicable for extended warranties on new installations and consult with the City regarding the purchase of such contracts.
10. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The Property Manager agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
11. Reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating the buildings.
12. Establishing and maintaining orderly books, records and files containing tenant information, correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the buildings and the operation and maintenance thereof, which the City or HUD may review at any time.

13. Providing written monthly reports to the City within fifteen (15) working days of the end of each month including a precise description of services and cost provided to the buildings,
14. Building services above includes, but are not limited to:
  - a. Lighting
  - b. Pest Management
  - c. Landscaping, tree maintenance, and maintaining walkways
  - d. Daily responsiveness to problems identified by the City, tenants, and building management staff
  - e. Rubbish Removal
  - f. Annual site inspections and provide verification of such inspection
  - g. Provide staff to maintain and perform routine inspections and required interior and exterior maintenance
  - h. Janitorial Cleaning
  - i. Plumbing
  - j. Provide timely monthly operating report with invoice
  - k. Maintain grounds, including mowing
  - l. Provide Operational and Preventative Maintenance plans
  - m. Security
  - n. Painting
  - o. Responding in a timely fashion to tenant requests and issues as they arise
  - p. Preparing property in the event of a hurricane warning
15. With the prior written consent of the City, negotiating and reviewing contracts to be entered into by the Property Manager for major repairs and improvements to the Building.
16. The City will have access to the property and the units to perform inspections upon 15 days notice to the Property Manager.
17. The Property Manager will be responsible for the completion of a variety of administrative and reporting requirements as deemed necessary by the City, including:
  - a. Upon award of the contract and prior to the start of any work, the Property Manager shall be available for an initial job meeting with the City. This meeting shall include a review of all facility use rules and an introduction to the organization and appropriate staff.
  - b. Unless otherwise determined, there shall be quarterly meetings for the following purposes:

- i. Review property management progress and quality of work
  - ii. Identify and resolve problems
  - iii. Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively
  - iv. Maintain a sound working relationship between the Property Manager and the City
  - v. Maintain a mutual understanding of the contract
  - vi. Maintain sound working procedures
17. Perform such other property management tasks for the City properties as may be mutually agreed upon.

## **2.11 PROPOSAL SUBMITTAL**

The Respondent shall provide one (1) original binder and three (3) digital copies in the form of compact disk (CD) of the Respondent's response to the RFP and shall be submitted no later than **3:00 pm (EST) on Tuesday, August 31, 2010**. Proposals received after that day and time will be returned to the Respondent unopened and deemed as non-responsive. Proposals are to be labeled and delivered to:

**RFP 53-09-10 – Property Management Services**  
City of North Miami  
Office of the City Clerk  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

Packages must be received no later than 3:00PM local time.

**End of Section 2.0**

### 3.0 PROPOSAL FORMAT

#### 3.1 FORMAT

Proposers must submit (1) original and three (3) digital copies in the form of compact disk (CD) of the Proposal. The original Proposal must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

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

The proposal must be in the following format.

1. Company Information

In response to this Proposal, all Proposers must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Home office address and telephone number, and local address and phone number
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Indication of how long it would take to implement service after authorized to begin

2. Qualifications

The Proposer shall provide:

- 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 Property Manager meets or exceeds the requirements of this RFP.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand.

### 3. Staffing

The Proposer shall also provide:

- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.
- The composition of the staff team should include.

The names of the employees in the area responsible for this contract  
Their function in the company.

- The name of the person who will be responsible for the coordination of work.

### 4. References

Each Proposer must submit a list of three (3) references that the City can contact.

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

### 5. Cost of Services

Each firm shall submit in their price proposal a monthly commission percentage rate that will be deducted from the revenue generated from each rented unit. Any pricing conditions or contingencies must be clearly stated.

All monthly commission rates must be inclusive of all direct and non-direct costs as well as all overhead, fees and profit.

**End of Section 3.0**

**SECTION 4.0  
EVALUATION / SELECTION PROCESS**

**4.1 PROCEDURE FOR REVIEW**

A Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in the RFP.

- A. The Purchasing will first review each Proposal for compliance with the minimum requirements and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a Proposal.
- B. The Purchasing Development will notify all Vendors whose Proposals are within the competitive range. The competitive range is determined by the City, and will include all Proposals with a reasonable chance of being selected for award, considering experiences and other pertinent factors based upon the evaluation criteria.
- C. The City reserves the right to reject any and/or all Proposals or to waive any minor irregularities in the Proposals. The City further reserves the right to seek new Proposals when it is in the best interest of the City to do so.

**4.2 SELECTION CRITERIA**

In order to ascertain which Proposals best meet the needs of the City, Proposals will be independently evaluated, according to the criteria listed below, by the selection committee. Award shall be made to the responsive, responsible bidder whose Proposal is determined to be the most advantageous to the City. The evaluation criteria are as follows:

<b>FACTOR</b>	<b>POINT RANGE</b>
<b>A. Qualifications</b>	<b>0 – 25 pts</b>
<input type="checkbox"/> Qualifications of the firm, individuals and sub-consultants assigned to the project.	
<b>B. Experience</b>	<b>0 – 35 pts</b>
<input type="checkbox"/> Recent experience in similar work	
<input type="checkbox"/> Meeting Deadline times and budget constraints	
<input type="checkbox"/> Previous contracting experience with governmental entities	
<input type="checkbox"/> Project management experience in property management services in similar organizations and or government.	
<b>C. Capabilities</b>	<b>0 – 25 pts</b>
<input type="checkbox"/> Current and projected workload; ability and capacity to	

- 
- perform services in a timely manner
  - Approach to work
  - Any other additional information regarding firm's capacity

**D. Local Preference** **0 – 10 pts**

- That meets the requirements stated in Attachment Form A-3

**E. SBE Small Business Enterprise** **0 – 5 pts**

- Certified SBE participation of Lead Consultant (Proposer).
- (Max. **5 points** for Lead Proposer having the SBE Certificates
- OR 2 Points** for Sub-Consultant who holds the SBE certificates)
- Most recently dated Certification(s) form(s) are required and must be submitted with Proposal; Certifications must be from Miami-Dade County.

---

**MAXIMUM POINTS**

**100 POINTS**

---

**4.2 PROPOSAL EVALUATION AND AWARD CRITERIA**

Proposals submitted in response to the Request for Proposals shall be reviewed, and scores assigned based solely on the information provided and satisfactory references. Proposals shall be reviewed by a City of North Miami panel.

1. Best Value Evaluation

The Proposal selected will be the one determined to provide the "best value" to the City. The best value will be determined in accordance with the selection criteria set forth herein. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability (as conveyed by the Proposal) to successfully accomplish the prospective contract.

2. Selection Criteria

Each Proposal will be evaluated using the following criteria:

a. Approach and Scope of Services

- i. Completeness
- ii. Quality of approach for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for property management.
- iii. Clarity of scope of services
- iv. Evidence of SBE participation according to the Miami Dade Counties SBE policies and guidelines(Per section 2.10.3 ) and section 3, if applicable

- v. Operating pro-forma representing the income and expenses after rent stabilization has been achieved
- vi. Operating pro-forma should be projected out for at least ten years

b. Experience

- i. Quality and relevance of Proposer's operational experience in conducting all facets of property management.
- ii. Quality and relevance of Proposer's property management experience in conducting similar efforts, including familiarity with the geographical area and resources available in the City and Miami-Dade County.
- iii. References
  - Proposer's service capability, reputation and past performance.
  - Proposer's previous performance in contracts or business dealings with municipal, state or federal agencies

c. Cost

The pricing proposal will be evaluated based on the firm who is offering the lowest percentage monthly commission from the revenue generated from each rented unit. It may also serve as the basis for subsequent negotiations of price if necessary. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

All prices must be inclusive of all direct and non-direct costs as well as all overhead, fees and profit.

**End of Section 4.0**



## **SECTION 5**

# **CONTRACT FORMS**



**Form "A-1"**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)



**FORM "A-2"**  
**NON-COLLUSIVE PROPOSAL CERTIFICATE**  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ of the corporation/partnership known and styles as \_\_\_\_\_, duly formed under the laws of the State of \_\_\_\_\_, on \_\_\_\_\_, 200\_\_, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That \_\_\_\_\_ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of \_\_\_\_\_, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That \_\_\_\_\_ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That \_\_\_\_\_ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That \_\_\_\_\_ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

6. That no officer of \_\_\_\_\_ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_  
Authority Warranted

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**FORM "A-3"**

**LOCAL PREFERENCE CERTIFICATION**

**Section 1 General Term**

**Local Preference**

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

- d) 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;
- e) 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
- f) 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.

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.

**Comparison of Qualifications**

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

**Section 2 Affirmation**

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City Of North Miami that conforms with the provisions of Section 1.30 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

Place a check mark here only if affirming Respondent meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

Or

**WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may also be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

Place a check mark here only if affirming Respondent meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.**

COMPANY NAME: \_\_\_\_\_

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



**FORM "A-4"**

**QUESTIONNAIRE INSTRUCTIONS**

PROJECT:

OWNER: CITY OF NORTH MIAMI

RESPONDENT:

---

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Respondent, by completing this questionnaire, expressly agrees that any information concerning the Respondent in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the Respondent. The Respondent hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Respondent also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Respondent, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Respondent.
- D. If there are any questions concerning the completion of this form, the Respondent is encouraged to contact Marcanthony Tulloch, Purchasing Agent via email at [mtulloch@northmiamifl.gov](mailto:mtulloch@northmiamifl.gov) or via facsimile: (305) 891-1015.

**QUESTIONNAIRE**

Respondent's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual  
Partnership (Circle One)  
Corporation

If a Corporation, When Incorporated: \_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation: \_\_\_\_\_

Date of Registration with:  
Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

---

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of each Partner:

<u>Name</u>	<u>Address</u>
1. _____	_____
2. _____	_____
3. _____	_____

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_
2. Have any similar agreements held by Respondent for a similar project to the proposed project ever been canceled?  
Yes ( ) No ( )  
If yes, give details on a separate sheet.
3. Has the Respondent or any principals of the applicant organization failed to qualify as a responsible Respondent, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
If yes, please explain:
4. Has the Respondent or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).  
  
Explain any convictions on a separate sheet.
6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
  - A. List all pending lawsuits:
  - B. List all judgments from lawsuits in the last five years:
  - C. List any criminal violations and/or convictions of the Respondent and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

**The Respondent understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Respondent to be true. The undersigned Respondent agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Respondent, as may be required by the City Manager.**

*The Respondent further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Respondent agrees to*

*cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated \_\_\_\_\_, 20\_\_

CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**FORM A-5**

**ADDENDUM TO RFQ DOCUMENTS**

RFQ NUMBER: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

To All Respondents:

It is the Respondent's responsibility to assure receipt of all addenda. The Respondent should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must signed in the space provided below. Respondent's failure to return this form will be deemed non-responsive and will not be considered for contract award.

---

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

Addendum No. 9 \_\_\_\_\_

Acknowledged by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Form "A-6"**

RESPONDENT'S DISCLOSURE OF  
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. \_\_\_\_\_

DISCIPLINE \_\_\_\_\_

Team Composition Plan

Please provide the following for tracking purposes only:

Business Association	Business Name	Business Address	Business Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

*A = Asian American*

*B = African American*

*F = American Woman*

*H = Hispanic American*

*N = Native American*

*L=Local Vendor (North Miami)*

**Form "A-8"**

**STATEMENT OF NO RESPONSE  
RFQ / RFP / IFB NO \_\_\_\_\_**

Recipients of this solicitation may elect not to respond. The City is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the City requests that the reason(s) be indicated below and this form returned to:

City of North Miami  
Procurement Department  
725 NE 125<sup>th</sup> Street  
Fax Number: (305) 895-1015

REASONS:

1. \_\_\_\_\_ Do not offer this product / service or an equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment.)

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Desire to receive future City solicitations? \_\_\_ Yes \_\_\_ No

COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_