



REQUEST FOR QUALIFICATION

PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE CITY NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM RFQ No. 32-17-18

ADVERTISEMENT DATE
MONDAY, OCTOBER 15, 2018

MANDATORY PRE-PROPOSAL CONFERENCE
FRIDAY, OCTOBER 26, 2018 AT 10:00 AM (LOCAL TIME)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, NOVEMBER 9, 2018 AT 3:30 PM (LOCAL TIME)

RESPONSE SUBMITTAL DEADLINE
FRIDAY, NOVEMBER 30, 2018 AT 3:30 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 Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 32-17-18** or by visiting our website at www.northmiamifl.gov

Contact Person: Phillip Ford, Assistant Purchasing Director
Email: Purchasing@northmiamifl.gov | Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the "City", is hereby soliciting proposals from qualified and experienced general contractors to provide residential rehabilitation and new construction projects.

Please submit one (1) original Bid, five (5) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids 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 below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

"IMPORTANT - SOLICITATION ENCLOSED"

**Pre-Qualified List of General Contractors for the
City of North Miami Residential Rehabilitation Program**

RFQ No. 32-17-18

The schedule (timetable) for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday, October 15, 2018	
Mandatory Pre-Proposal Conference:	Friday, October 26, 2018	10:00 am
Deadline for Questions/Requests Clarification:	Friday, November 9, 2018	3:30 pm
Deadline for Proposal:	Friday, November 30, 2018	3:30 pm
Evaluation Committee	TBD	
Contract Award Date:	TBD	

**(The City of North Miami reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website).*

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids 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 pursuant to Sections 7-192 and 7-193 of the City's Code of Ordinances prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect.

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City's Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance (attached hereto as **Appendix "A"**), prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect. We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade,
Purchasing Director

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Contract Forms

All of our contract forms can be filled-in electronically and are accessible at the following link: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes
- A-2 Non-Collusive Bid Certificate
- A-3 Local Preference Affidavit (*if applicable*)
- A-3(a) Statement of intent (*if applicable*)
- A-4 Questionnaire Instructions
- A-5 Addendum to Bid Documents (*if applicable*)
- A-6 Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7 General Insurance Requirements
- A-14 References

SECTION 1.0 INSTRUCTIONS & GENERAL TERMS/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 Awarded vendor.
- c) "**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." All Awarded vendors, consultants, organizations, Respondents or other entities submitting a response to this RFQ.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- h) "Scope of Services" or "Scope of Work" means section 2.0 of this Solicitation, which details the work to be performed by the Awarded vendor or consultant.
- i) "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- j) "Sub-Respondents vendors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Awarded vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- k) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Awarded vendor to fulfill their obligations to the City in accomplishing the Project at the selected location, as more specifically detailed in Section 2.0 herein.

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 Awarded 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 shall be deemed non-responsive to the Solicitation requirements.

1.5. PUBLIC ENTITY CRIME/DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Sub-Respondents vendors, 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 Sub Respondent vendors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, and/or 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 Sub-Respondents vendors 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 Sub Respondents vendors 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 AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Procurement Department, may temporarily or permanently suspend Awarded vendors from doing business with the City whenever an Awarded vendor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Sub Respondents vendors 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 Sub Respondents vendors 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 Sub Respondents vendors 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 general inquiries relating to this Solicitation. All Respondents' technical inquires shall be 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 website (www.northmiamifl.gov), the City's Purchasing Department website (www.northmiamifl.gov/departments/purchasing), and, DemandStar 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, the City will post written addenda on the City's website at (www.northmiamifl.gov/departments/purchasing) and 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 website (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11. CANCELLATION OF THE SOLICITATION

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

1.12. PROTEST

Respondents should refer to Section 7-158 of the City Code of Ordinances for provisions relating to protests of Solicitations and awards.

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. PROPOSAL 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 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 thirty (30) days after the response opening, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsible; or
- (4) If the Proposal contains any materials irregularities.

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

1.21. REVIEW OF PROPOSAL FOR RESPONSIVENESS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after the deadline for submittal of Proposals has passed or after a recommendation for award is published by the City, whichever comes first. Once the applicable event has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

1.22. CITY COUNCIL REVIEW AND APPOINTMENT

Upon approval by the City Manager, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the City Council for their review of the Committee's recommendation. The City Council may accept or reject in whole or part the Committee's recommendation.

1.23. THE CITY OPTIONS

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

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

1.24. CONTRACT AWARD

The City anticipates the award one (1) or more Contracts, but reserves the right to award more

than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded 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 in a timely manner shall be just cause for termination of the award.

1.25. PROPOSAL SUBMITTAL/ADDENDUMS

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

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

1.26. NON-RESPONSIVE PROPOSALS

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

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

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

1.27. CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see **Appendix "A"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement 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 member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28. RESPONDENT'S DISCLOSURE OF SUBRESPONDENTS VENDORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Sub-Respondents vendors 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 Sub-Respondents vendors or suppliers from those listed in the Proposal except upon written approval of the City (See **"Form A-6"**).

1.29. 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.

1.30. EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this RFQ unless the RFQ specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the

exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

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

1.31. 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."

1.32. RULES, REGULATIONS, 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.

1.33. COMMUNITY BENEFITS PLAN

Does not apply to this Solicitation.

1.34. MODIFICATIONS OF PROPOSAL

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

1.35. TRUTH IN NEGOTIATION STATEMENT

The Awarded 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".

1.36. REVIEW OF PROPOSAL

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

1.37. LATE SUBMISSIONS

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

1.38. PROPOSAL OPENING

This Solicitation will not be based on price. Therefore, the Price Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposals will be read in the Office of the City Clerk 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.

1.39. 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.

1.40. 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 awarded vendors or Respondents providing professional services on Work assigned to the Awarded vendor, except as fully disclosed and approved by the City. Awarded vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.41. CONSTRUCTION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami is intends to create a pool of pre-qualified licensed general contractors with significant and verifiable experience in completing residential rehabilitation and new construction projects. As each project is determined, the approved pool of pre-qualified general contractors will be invited to submit a bid. The funding source for these particular projects are provided through the City's Community Planning & Development Department (CP&D) and the North Miami Community Redevelopment Agency (CRA).

2.2 TERM OF CONTRACT

The Pool resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of three (3) years. However, the City reserves the right to solicit additional Pre-qualified licensed General Contractors during the contract period if the City so deems necessary.

2.3 OPTION TO RENEW

The City reserves the right to renew this Contract in writing and upon the same terms and conditions for two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

2.4 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on **Friday, October 26, 2018**, to discuss the Solicitation process, projected schedules and scope of services for this Contract. **The conference will begin at 10:00 am in the City of North Miami Council Chambers located at 776 NE 125th Street, 2nd Floor, North Miami, Florida 33161.**

2.5 METHOD OF AWARD

Method of Award details can be found in Section 4.0 - Evaluation/Selection Process of this solicitation.

2.6 MINIMUM QUALIFICATION

To be considered eligible for this Solicitation, the Respondent must demonstrate that it, or its Subcontractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all of the following minimum qualification requirements shall be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.6.1 Respondent shall be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.

2.6.2 Respondents must be licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

- **Copy of Certified General Contractor License OR**

- **Copy of County Certified of Competency OR**
- **Copy Residential Contractor License AND**
- **Copy of Certified Renovator License**

2.6.3 References at a minimum, Respondent must provide at least five (5) verifiable references of clients for which it has provided similar Services within the last five (5) years. If available, such references should be of public agencies within Florida.

Note: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.7 INSURANCE AND INDEMNIFICATION

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

2.7.1 COMMERCIAL GENERAL LIABILITY

The minimum amount of coverage shall be \$1,000,000.00 per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations. Additionally, coverage shall be written preferably on an occurrence form to include contractual liability.

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

The minimum amount of coverage shall be \$1,000,000.00, covering any auto including non-owned, hired or leased vehicles.

2.7.3 WORKER'S COMPENSATION

Worker's compensation insurance shall meet minimum statutory requirements in compliance with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.00. **If vendor has less than (4) four employees, a certified of exemption from the State can be provided.**

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

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits

shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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

The Contractor must submit, no later than seven (7) days after notice of award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 FAILURE TO PERFORM

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

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

The City may thereupon look to complete the Work or re-advertise for Bids and let a Contract for the uncompleted Work in the same manner, and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.9 METHOD OF PAYMENT

Please see attachment "A" Contractor Requirements Policy Guide

2.10 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned

authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

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

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

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

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

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

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

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

2.11 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project Manager.

2.12 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

2.12.1 The materials may be returned to the Respondent at the Respondent's expense and the Contract cancelled or

2.12.2 The City may require the Respondent to replace the materials at the Respondent's expense.

2.13 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.13.1 TYPE OF WARRANTY COVERAGE REQUIRED

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

2.13.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

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

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

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for Work or materials; either through a credit memorandum or through invoicing.

2.14 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

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

2.15 INSPECTION BY THE CITY

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

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

2.16 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Respondent-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Respondent expense, to the Respondent. At the City's own option, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.17 NOTICE TO PROCEED

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

2.18 WORK ACCEPTANCE

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

2.19 COMPLIANCE WITH FEDERAL STANDARDS

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

2.20 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

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

2.21 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

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

2.22 LICENSES, PERMITS AND FEES

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

2.23 HOURS OF WORK

Contractor will perform Work Monday through Friday, excluding City holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is given by the Community Planning and Development Department.

2.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their subcontractors (**see Form A-6**).

2.25 CLARIFICATIONS AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov Contractor(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 Bid 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 THE 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).

2.26 E-VERIFY

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

(a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

(b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

(c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

2.27 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award. Contractor will be notified of date and time of this meeting.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 SCOPE OF WORK

The intent of this RFQ is to select a Pool of Pre-Qualified Licensed General Contractors to bid on residential rehabilitation, reconstruction, and new construction projects funded by the North Miami CRA and the City's CP&D Department.

The Pre-Qualified Contractors shall be approved for an amount up to \$60,000 per project. This is for informational purposes only and does not guarantee any projects will be assigned as the result of this solicitation.

The work required for any particular residential rehabilitation or new construction projects may include, but is not limited to, the following:

- Correcting municipal code violations
- Abating any health and safety problems
- Providing safe electrical and mechanical systems
- Stopping the intrusion of weather
- Improving energy efficiency
- Improving the general condition
- Providing architectural drawings of new homes
- New construction or reconstruction of homes to meet current codes
- Enhancements that will make a property accessible to those with disabilities

The work required by a Contractor for any particular project may include, but are not limited to, the following:

- Complete repairs per specifications and requirements provided by the City
- Submit permits (and drawings) for new construction or repairs as required
- Abide by and adhere to all conditions and requirements of the City's community development programs
- Complete all projects in accordance with the project schedule and within budget
- Maintain fiscal responsibility and effectively follow sound financial business practices throughout the term of the contract.
- Establish and maintain professional and courteous relationships with city staff and property owners
- Contractor Requirements Policy Guide (see **Attachment "A"**)

The executed contract authorizing the work will be between the General Contractor and homeowner. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City or property owner, correct any deficiency which fails to satisfy the aforementioned standard of care.

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 requirements outlined in this 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. Contract(s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

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

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

4.2 MINIMUM QUALIFICATION

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

See Section 2.6 of this Solicitation for a full description of the minimum requirements which a Respondent must possess and submit applicable documentation in order to be considered eligible for this Contract.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 5.0. The Committee may choose to recommend the highest ranked Respondent(s) for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s final results and recommendation for award shall be submitted for review and approval by the City Council.

4.3.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of “0” to “100” per each Committee member with the maximum number of points available for each category as noted in the table below. 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 the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications of the Firm – <i>Section 5.1 (4)</i>	25
2	Qualifications and Experience of the Project Manager – <i>Section 5.1 (5)</i>	25
3	Qualifications of the Project Team/Certified MBWE/SBE – <i>Section 5.1 (6)</i>	20
4	Proposed Approach and Methodology – <i>Section 5.1 (7)</i>	20
5	References – <i>Section 5.1 (8)</i>	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 made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the City.

4.3.3 COMMITTEE INTERVIEWS

Respondents may be invited to make a 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 presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications 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.).

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

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

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Purchasing Department, in writing at purchasing@northmiamifl.gov The City Purchasing Department 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. 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 may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

5.1 INSTRUCTION TO RESPONDENTS

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as “ORIGINAL”).
- Five (5) duplicate copies.
- One (1) CD’s or DVD’s (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

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. Proposal Cover Page

Please use the Cover Page & Contact Person information form attached hereto under **Section 6.0** of this solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

2. Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this solicitation.

3. Business Structure

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

4. Qualification of the Firm – 25 Points

Indicate the firm’s experience in providing the proposed professional services requested within this Solicitation. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described herein.

Provide a list of projects similar in scope, size and complexity to the work requested by this Solicitation performed by the Respondent and or by its team members within the last five (5) years.

A list of related projects should include the following:

- Client name, address, and phone number for client’s representative

- Description of work & services
- Name team members associated with this project
- Year the project was completed
- Total cost of the project, (either estimated or actual)

5. Qualifications and Experience of the Project Manager/Related Projects – 25 Points

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

6. Qualifications of the Project Team/Certified MWBE/SBE Participation – 20 Points

Provide a list of all team members to be used on this project, and their qualifications. A brief resume including education, experience, licenses and certifications and any other pertinent information shall be included for each team member including Sub-Consultants (**Form “A-6”**).

Please indicate if either the Respondent and/or its sub-consultants are a Certified Minority/Woman Business Enterprise and/or Small Business Enterprise, and include documentation evidencing current certification.

7. Proposed Approach and Methodology- 20 Points

Provide the following:

- a) An explanation of why the Proposer is best qualified to perform the services and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFQ.
- b) Describe the proposers approach on how the firm intends to accomplish or achieve the scope of work under this Solicitation.
- c) Describe your firm’s understanding of the scope of work and your firm’s strengths in executing these project types.

8. References -10 Points

Respondent must provide at least five (5) references of clients to which it has provided services similar in scope, size, and complexity to the work requested by this Solicitation within the last five (5) years. Preferable, such references should be representative of Florida public agencies for which the Respondent has provided similar services within the last ten (10) years. Please include a fully completed **Form A-14** for those projects to be verified as references.

9. Insurance Requirements

Respondents must submit with their proposal either proof of insurance meeting or exceeding the required coverage or a letter of intent to provide the necessary insurance coverage upon award of this Contract.

10. Solicitation Forms

All Contract forms must be completed (with all blanks filled in), executed and properly notarized (if applicable). 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 *(if applicable)*
- Form A-3(a) Subcontractor Local Preference
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
- Form A-6 Disclosure of Sub-Contractors & Suppliers *(if applicable)*
- Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*
- Form A-14 References

All of our forms can now be found on our website at:

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

These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at:

http://www.northmiamifl.gov/docs/form_A5.pdf

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

END OF SECTION



SECTION 6.0

COVER PAGE



COVER PAGE

**PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE
CITY OF NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM**

RFQ No: 32-17-18

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: _____



SECTION 7.0

MINIMUM REQUIREMENTS & BID SUBMITTAL CHECKLISTS



MINIMUM REQUIREMENTS

**PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE
CITY OF NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM**

RFQ 32-17-18

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	<p align="center">Attach Copy of Active Sunbiz.org Registration</p> <p align="center"><input type="checkbox"/></p>
2.)	<p>Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:</p> <p align="center">Certified General Contractor License</p> <p align="center">OR</p> <p align="center">Copy of County Certified of Competency</p> <p align="center">OR</p> <p align="center">Certified Residential Contractor License</p> <p align="center">AND</p> <p align="center">Certified Renovator License</p>	<p align="center">Attach Copy of Active License(s)</p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p>
3.)	References at a minimum, Respondent must provide at least three (3) verifiable references of clients for which it has provided similar Services within the last five (5) years. If available, such references should be of public agencies within Florida.	<p align="center">Attach Copy of City Contract Form A-14</p> <p align="center"><input type="checkbox"/></p>



PROPOSAL SUBMITTAL CHECKLIST

**PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE
CITY OF NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM**

RFQ No: 32-17-18

This checklist is provided for the Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent's proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: _____

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

Tab/Page No.	Section One: Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet/Signature Page	
	Appendix B: Submittal Checklist	
Tab/Page No.	Section Two: Narrative Description	OFFICE USE ONLY
	Proposal Letter	
	State of Florida active Sunbiz report <i>(if applicable)</i>	
	Current Registration and/or Certification	
Tab/Page No.	Section Three: City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Subcontractor Local Preference	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Sub-contractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	

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

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



APPENDIX A

CONE OF SILENCE

CONE OF SILENCE NOTIFICATION

PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE CITY OF NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM

RFQ No. 32-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, IFB or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, IFB or IFB between the mayor, city council or their respective staffs and any member of the c

City's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, IFB or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, IFB or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, IFB or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, IFB or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, IFB and IFB after the advertisement of said RFP, IFB 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 notice with the city clerk, with a 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, IFB or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, IFB or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.