



REQUEST FOR QUALIFICATIONS

PRE-QUALIFIED LIST OF GENERAL CONTRACTORS

FOR THE

NORTH MIAMI RESIDENTIAL REHABILITATION CONSTRUCTION PROGRAM RFQ NO. 05-25-26

DATE OF ADVERTISEMENT

FRIDAY, OCTOBER 31, 2025

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

WEDNESDAY, NOVEMBER 12, 2025, BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE

WEDNESDAY, DECEMBER 3, 2025, BY NO LATER THAN 3:30 PM (LOCAL TIME)

CITY OF NORTH MIAMI

OFFICE OF THE CITY CLERK - CITY HALL, FIRST FLOOR

776 NE 125TH STREET

NORTH MIAMI, FLORIDA 33161-4116

The responsibility for submitting a Response to this Solicitation to the City Clerk's Office in a timely manner on or before the stipulated date and time rests solely with each Respondent. Failure to submit a Response in a timely manner will result in rejection of the Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 866-273-1863 and request Document No. 05-25-26 or by visiting our website at: <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Corey McCall, Purchasing Agent

Email: purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the “City”, is hereby soliciting proposals from qualified, experienced and licensed general contractors to select a pre-qualified pool of firms to provide residential housing rehabilitation and renovation services for the City’s Housing and Social Services Department, for an amount not-to-exceed **\$60,000** per project.

Please submit one (1) original, two (2) copies, and one (1) USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals must be submitted in a sealed envelope bearing the name and address of the individual and/or company, as well as the number and title of this Solicitation, by no later than the date and time specified in the table 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
North Miami Residential Rehabilitation Construction Program
RFQ No. 05-25-26

The Solicitation Timetable is as follows:

Event	Date	Time
Advertising Date:	Friday, October 31, 2025	
Deadline for Questions/Clarification:	Wednesday, November 12, 2025	3:30 pm
Deadline for Proposal submittal:	Wednesday, December 3, 2025	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 Procurement Department website.

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, prohibiting certain types of communication, while the Cone of Silence is in effect (see **Appendix “D”** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade, Procurement Director

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All of our Solicitation forms are fillable and can be found on the City's website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit **(if applicable)**
- A-3(a) Statement of intent **(if applicable)**
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Sub-Contractors/Sub-consultants **(if applicable)**
- A-9 Bid Bond **(not applicable)**
- A-10 Performance Bond **(not applicable)**
- A-11 Labor and Material Payment Bond **(not applicable)**
- A-14 References

SECTION 1.0

INSTRUCTIONS TO RESPONDENTS /GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City of North Miami comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive officer of the City or his/her designee.
- d) "Contract" or "Agreement" 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 Respondent.
- e) "Contractor" or "Awarded Vendor" means the Respondent or Respondent that is awarded a Contract pursuant to this Solicitation.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Proposal" means any and all documents submitted by a Respondent in response to this Solicitation.
- h) "Respondent" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- i) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- j) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- k) "Subcontractors" or "Sub-consultant" shall 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.
- l) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided

by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in 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 over 500 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 goal of identifying the most cost-effective and competitive pricing, we strive to 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, (**Contract Form “A-1”**) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subContractors/sub-consultants, 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 of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-Contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-Contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-Contractors who violate these guidelines will not be considered for review. The Procurement Department shall be the only point

of contact for questions and/or clarifications concerning this 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 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Procurement Director. Any Proposal submitted by a Respondent, its sub-Contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-Contractors, sub-consultants or vendors who are included on the City’s “Suspension List” 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 they remain on said list. In the event of 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

Interested firms may contact the City’s Procurement Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Procurement Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and

DemandStar at www.demandstar.com or by calling 866-273-1863- and requesting the corresponding document number.

1.9. VERBAL COMMUNICATION

No verbal communication made by City staff shall be considered binding. Only the content of this RFP and any subsequent written addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website** (www.northmiamifl.gov) and DemandStar at www.demandstar.com or calling 206-940-0305 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the DemandStar can be downloaded.

1.11. CANCELLATION

The City reserves the right to cancel this Solicitation and re-advertise this contract at any time, whenever determined to be in the best interest of the City.

1.12. PROTEST

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

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

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

Respondents must understand that neither this Solicitation nor the responses submitted pursuant thereto 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 COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal 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. SUBMITTAL AND OPENING OF PROPOSALS

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

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

Receipts of a submittal issued by any City office, receptionist or personnel 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 submittal 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 submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed.

1.19. PUBLIC RECORDS & EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing 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. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, 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:

- a) When rejection is in the best interest of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsive;
- d) If the Proposal contains any materials irregularities.

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

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with 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 in

accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or it may instead choose to evaluate each eligible Respondent based solely on their review of the submitted proposals without conducting any interviews. In the event that the Committee chooses to interview one or more of the Respondents, the final results shall be based on the Committee's final evaluation following their interview of the selected firms.

Based on the results of the Committee's evaluation, the Committee shall score and rank each of the Respondents and make a recommendation to the Procurement Department to award this Solicitation. In the event only one (1) proposal is received, the Evaluation Committee may proceed with the evaluation or recommend to the Procurement Department to reject the proposal, whichever is in the best interest of the city.

1.23. CITY MANAGER'S REVIEW

The Procurement Department shall submit the results and recommendations of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendations; or
- c) Reject all proposals.

1.24 CITY COUNCIL REVIEW

After reviewing the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations.
- b) Reject all proposals; or
- c) Reject all proposals and instruct the Procurement Department to reissue a solicitation.

1.25 CONTRACT AWARD

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.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully 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, submittal of multiple Proposals from the same Respondent and/or its principals, 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 submittal deadline.

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 "D").

Upon the Cone of Silence taking effect, the Procurement 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 Procurement Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Respondent, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a pre-proposal conference, presentations before Selection Committees, negotiation meetings, 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 SUBCONTRACTORS/ SUBCONSULTANTS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-Contractors and/or sub-consultants who will perform any part of the work under this Contract. **Failure to comply with this requirement may render the Proposal non-responsive.** Moreover, the selected Respondent shall not remove and/or substitute sub-Contractors or sub-consultants from those listed their Proposal without prior written approval of the City (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Procurement Department at (305)

895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes 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. After completing evaluations, the City may accept or reject the exceptions. When 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.

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve

(12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must complete and submit Contract Form A-3 to certify in writing and provide all required documentation supporting its

compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7- 151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractor(s) to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its

business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

1.33 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. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.36 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, 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 Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.37 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 selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.38 CONSTRUCTION SERVICES

Not Applicable.

1.39 THE CITY OPTIONS

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

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

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

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

END OF SECTION

SECTION 2.0

SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami intends to create a pool of qualified and licensed general contractors experienced in working on residential rehabilitation and renovation construction projects. The selected pool of contractors will then be invited to bid on specific projects as they become available. The projects shall be carried out in accordance with this Solicitation and administered by the City's Housing and Social Services Department.

There is no minimum guaranteed amount of work to be issued to each selected contractor under this Solicitation, and any continuing work shall be subject to satisfactory performance by each contractor on projects issued under this Contract.

2.2 TERM OF CONTRACT

The selected pool of contractors resulting from this Solicitation shall remain in effect for an initial term of three (3) years from award by City Council. However, the City reserves the right to solicit additional firms during the term of this 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 authorized designee and continued satisfactory performance by each selected Contractor in accordance with the performance of their duties under this contract.

2.4 METHOD OF AWARD

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

2.5 MINIMUM QUALIFICATIONS

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:

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

2.5.2 Respondents must also provide proof of the following licenses and/or certifications as part of their proposal:

- Copy of General Contractor License
OR
- Copy of Certified Renovator License
OR
- Copy of County Certificate of Competency
OR
- Copy of Residential Contractor License

2.5.3 References: Respondents must provide at least five (5) successfully completed projects for which they have performed similar services within the last five (5) years. If available, such projects should be for public agencies within the State of Florida. **Please use the City's Form A-14 for each of the reference projects (see Table of Content for contract forms).**

2.5.4 Provide documentation that demonstrates the Respondent has a minimum of five (5) years of experience doing similar work in the State of 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.

2.6 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:

2.6.1 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.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY

The minimum amount of coverage shall be \$500,000.00, covering any auto including non-owned, hired or leased vehicles.

2.6.3 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 certificate 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 be issued 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.

2.7 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract **Form A-6 with Form A-3** listed on page 3 of the solicitation.

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 **Appendix “C”** Section III **PAYMENT AND CONTRACT PERFORMANCE**

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

In addition to all other guarantees, the Respondent shall be responsible for faulty labor and defective material and equipment for a period of one (1) year from the date of each project completion. Moreover, the Respondent shall promptly correct any deficiency, without cost

to the City, within fifteen (15) calendar days after the City 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 not 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 Solicitation and resulting 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).

2.21 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.

2.22 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.

2.23 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.

2.24 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 Housing and Social Services Department.

2.25 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**).

2.26 CLARIFICATIONS AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Procurement 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).

2.27 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

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

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

2.28 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 solicitation is to select a Pool of Pre-Qualified General Contractors to bid on residential rehabilitation and renovations construction projects to be administered by the City's Housing and Social Services 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 Housing and Social Services Department
- 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 **Appendix "C"**)

The executed contract authorizing the work will be between the homeowner(s), City and General Contractor. 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>	40
2	Qualifications and Experience of the Project Manager/Project Team – <i>Section 5.1 (5)</i>	30
4	Proposed Approach and Methodology – <i>Section 5.1 (6)</i>	10
5	References – <i>Section 5.1 (7)</i>	20
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

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Procurement Department, in writing at purchasing@northmiamifl.gov. The City Procurement 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”).
- Two (2) duplicate copies.
- One (1) USB Drive (must be clearly labeled with Company Name, Bid No., Title & Professional Category).

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 **Appendix “A”** 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 – 40 Points

Indicate the firm’s experience in providing the type of services requested under this Solicitation. Licenses and any other pertinent documentation shall be submitted under this section and in accordance with the requirements listed under **Section 2.5**.

Provide at least five (5) projects similar in scope, size and complexity to the work requested by this Solicitation performed by the Respondent within the last five (5) years to 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.

5. Qualifications and Experience of the Project Manager/Project Team – 30 Points

Provide a summary of the experience and qualifications of the individual(s) who will serve as project manager, as well as other team members including, but not limited to, any sub-contractors included in the Respondent's proposal. Include copies of all licenses and certifications, if any for each of these individual(s).

6. Proposed Approach and Methodology- 10 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.

7. References -20 Points

Respondents must provide at least five (5) successfully completed verifiable projects for which they have provided services similar to the category you applied for, within the last five (5) years. If available, such projects should be for public agencies within the State of Florida. **Please use the City's Form A-14 for each of the reference projects (see Table of Content for contract forms).**

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.

8. 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.

9. Local Business Preference *[If Applicable]*

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation **AND**;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **AND**;
3. Business must complete and submit **Contract Form A-3** to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract **Form A-6** with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

10. Solicitation Forms

The following forms must be included as part of the Proposal:

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit **(if applicable)**
- A-3(a) Statement of intent **(if applicable)**
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Sub-Contractors/Sub-consultants
- A-9 Bid Bond **(not applicable)**
- A-10 Performance Bond **(not applicable)**
- A-11 Labor and Material Payment Bond **(not applicable)**
- A-14 References

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

<https://www.northmiamifl.gov/217/Contract-Forms>

With regards to “Form A-5: Acknowledgement of Addenda” it is the sole responsibility of each Respondent to regularly check the City of North Miami’s website for posting of any addenda at: <https://www.northmiamifl.gov/bids.aspx>

Failure to submit any of the required documentation may disqualify respondents.

END OF SECTION



APPENDIX "A"

COVER PAGE & CONTACT INFORMATION



COVER PAGE & CONTACT INFORMATION

**RFP NO. 05-25-26
PRE-QUALIFIED LIST OF GENERAL CONTRACTORS
FOR THE
NORTH MIAMI RESIDENTIAL REHABILITATION CONSTRUCTION PROGRAM**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): _____

Federal Employee Identification
Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____



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 ninety (90) 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 Representative: _____

Title of Representative: _____

Signature: _____



APPENDIX "B"

MINIMUM REQUIREMENTS

AND

PROPOSAL SUBMITTAL CHECKLIST



MINIMUM REQUIREMENTS

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

RFQ 05-25-26

#	Description	Check List
1.	The Respondent shall be licensed to do business in the State of Florida.	Attach Copy of Active Sunbiz.org Registration <input type="checkbox"/>
2.	Respondents must also provide proof of the following licenses and/or certifications as part of their proposal: ▪ Copy of General Contractor License OR ▪ Copy of Certified Renovator License OR ▪ Copy of County Certificate of Competency OR ▪ Copy of Residential Contractor License	Attach Copy of Active License(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.	Respondent must provide at least five (5) successfully completed verifiable projects for which it has provided similar services within the last five (5) years. If available, such projects should be for public agencies within the State of Florida.	Attach Copy of City Contract Form A-14 <input type="checkbox"/>



PROPOSAL SUBMITTAL CHECKLIST

PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE NORTH MIAMI RESIDENTIAL REHABILITATION CONSTRUCTION PROGRAM RFQ No: 05-25-26

This checklist is provided only as a reference document for Bidders and outlines documents to be submitted as part of the Bid proposal. Any proposal received without one or more of the following documents may be rejected as being “Non-Responsive”.

Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder’s proposal and should be expanded as necessary by each Respondent.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Bid Form (if applicable)	
	Minimum Requirements Checklist	
	Response Submittal Checklist	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	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 Acknowledgement of Addenda (if applicable)	
	A-6 Disclosure of Subcontractors & Suppliers (if applicable)	
	A-7 Insurance Requirements	
	A-14 References	



APPENDIX "C"

**CONTRACTOR REQUIREMENTS
POLICY GUIDE**

**CITY OF NORTH MIAMI
HOUSING PROGRAM
Housing and Social Services Department
776 NE 125th Street
North Miami, FL 33161**

I. INTRODUCTION

The City of North Miami appropriates Federal, State and local funds to provide decent, safe, and affordable housing, a suitable living environment and expanded economic opportunities for persons of very low, low, moderate and middle-income. These funds are administered by Housing and Social Services department – Housing Division which maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs.

A. HOUSING & SOCIAL SERVICES – HOUSING DIVISION PROGRAMS

There are primary programs funded through Federal, State, and Local and grants through which the City is able to repair, rebuild or rehabilitate the existing housing stock or fund new construction of housing.

1. Rental and Owner Occupied Housing Rehabilitation Programs

Through various funding sources, the City administers rental and owner-occupied rehabilitation and new construction programs aimed at creating a decent, safe and sanitary habitation and/or correcting existing code or building violations.

2. Neighborhood Stabilization Program 1 (NSP1)

The federal government awarded the City of North Miami funds to acquire foreclosed and abandoned homes to redevelop and resell to help stop neighborhood decline caused by the 2008 foreclosure crisis. The City targeted neighborhoods that experienced the highest concentration of foreclosed properties within North Miami.

3. Neighborhood Stabilization Program 3 (NSP3)

The City received NSP3 funding to continue its efforts to stabilize neighborhoods severely impacted by the 2008 economic downturn. This program is able to serve additional areas of the City in addition to those served by NSP1.

B. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

Section 3 of the Housing and Urban Development Act of 1968 recognizes that the normal expenditure of HUD funds typically results in new jobs, contracts, and other economic opportunities. When these opportunities are created, businesses owned by or who employ low- and very-low income persons residing in the community in which the funds are spent (regardless of race and gender) receive priority consideration. Application for Section 3 Contractor designation is included as an addendum to this Policy Book.

C.CERTIFIED RENOVATOR REQUIREMENT

The EPA requires any residential Contractor that disturbs 6 square feet or more of any interior painted surface or 20 square feet or more of any exterior painted surface to become a "Certified Renovator." To become certified, a training course certified by the EPA must be completed by the Contractor and a certificate of completed submitted as part of the application process.

D.SELECTION PROCESS

To be selected as an eligible Housing Division Contractor, all contractors must submit the following information documents to the City for review and approval.

1. General Contractor's License OR
2. Certified Residential License
3. Certified Renovator
4. Occupational License (Miami-Dade County or North Miami)
5. Workman's Compensation with coverage of up to \$500,000.00
6. Liability Insurance with coverage of up to \$1,000,000.00

Once a contractor has been pre-qualified, they will be placed on the City's Approved Contractors List.

At the sole discretion of the City additional vendors may be added to the list at any time, to maintain sufficient names and to ensure competition. The contractors seeking pre-qualification on the List shall be required to meet the minimum requirements. The City reserves the right to increase the number of Contractors as it deems in its best interest so as to obtain the most competitive rates at time of need.

All pre-qualified contractors must adhere to the Section 3 Clause:

SECTION 3 CLAUSE

CLAUSE AND PROVISIONS

Compliance with the Provision of Training, Employment and Business Opportunities.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible.

H. Preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

STATEMENT OF COMPLIANCE

Training, Employment and Contracting Opportunities for Business and Lower Income Persons.

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3

requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 75 (published in Federal Register, Volume 85, Issue 189, on September 29, 2020), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of plans for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified in Subpart B of 24 CFR Part 75, of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 75.

Will you hire new employees as a result of this contract? Yes ☐ No ☐

Contractor: _____

Contractor's Signature and Title _____

Date: _____

II. BID PROCESS

A. INVITATION TO BID

The Contractor is sent an Invitation to Bid by email for any upcoming projects with exception of those Projects which require submittal of seal bids pursuant to the City's Code of Ordinances. This email includes the date, time and location of the mandatory contractor walk-through meeting for each project. Bid documents detailing the property location, property owner's name, scope of work, bid response date and bid opening date are distributed at the walk-through.

B. MANDATORY WALK-THROUGH MEETING

The purpose of the mandatory Contractor walk-through is to view the property, ask questions and discuss project details with the property owner(s) and Housing Inspector related to the scope of work in the bid documents. Changes, additions, deletions, and refinement of work details or the scope may be made during this walk-through. This is the first opportunity for the contractor to view and inspect the property.

The walk-through will start promptly at the time specified. Contractors who arrive late will not be eligible to bid. Contractors may not begin to inspect the home or construction site before the Home Inspector arrives, and the walk-through officially starts. Contractors are required to sign in the official attendance sheet. Contractors who do not sign the official attendance sheet will not be eligible to bid on that project.

Changes to bid specifications will be reviewed at the end of the walkthrough to ensure that all contractors are aware of any changes discussed during the walkthrough. If changes are made to the original bid specifications, Home Inspector will forward addendum within 24-48 hours of the walkthrough prior to the bid opening date. In some instances, if the major changes were made to the original bid specifications, bid submittal date may be extended. Contractors must use the bid work write-up form provided in the bid documents to submit the bid along with addendum if applicable. Once the work is awarded, no changes may be made to the work write-up except in the event of unforeseen circumstances as determined by the Housing Division, or unless a change in the scope of work is required by the City's building department. Failure to bid according to the final bid specifications may be just cause for disqualification of the Contractor's bid.

C. BID PROPOSAL

The Housing Division through its Home Inspector shall list on the bid sheet, in detail, all specifications of materials to be used and the scope of work to be performed. Specifications are required, but not limited to: plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, insulation, ceramic tile, cabinets, counter tops, mirrors, etc. This will ensure that Contractors are bidding based on the use of similar or like materials and scope of work. In cases where a property owner is involved, it also eliminates any misconceptions between the parties as to what they should /should-not expect from the contractor.

In the proposal, the contractor agrees that he/she has prepared the contract proposal and that the contents are consistent and accurate as to the name of the Contractor, scope of work, and the price of the contract. **The Contractor also acknowledges the performance requirement established in the work write-up and any eventual contract and warrants that all work undertaken will conform to said specifications.**

D. BID SUBMITTAL

The Contractor's bid must be submitted on the official Scope of Work form provided in the bid documents. The Contractor shall provide line-item prices for each item specified on the Scope of Work.

All prices on the scope of work must be written in ink or typed. Signatures must be in ink or electronically executed. If a mistake is made on the bid, the change must be initialed by the proposer prior to submitting the bid. It is the Contractor's responsibility to remain informed regarding permit fees, material costs and other requirements that might increase the cost of the work. Once a bid is submitted, the Contractor is bound to the price that is stated on the submitted proposal. If the Contractor submitted a bid amount with an error and cannot perform the work for the price submitted, the contractor must submit a letter to the Housing Division stating the error and requesting rejection of his bid.

For model or materials not specified, prices should match existing in quality and style. If a specific model is specified, the Contractor will be expected to install that model or product number or equal. All questions related to job specifications must be submitted prior to final question submittal deadline to the Housing Division in writing or via email.

All bids must be submitted on the official bid submittal form in a sealed envelope. The bid number, contractor name and the property owner's name and address must be clearly written on the front of the sealed envelope. Completed bids must be delivered to the City Clerk's Office 776 NE 125th Street North Miami, FL 33161 on or before the scheduled bid date and specified time, when bids are submitted they are date and time stamped. Late bid responses will not be accepted.

E. CONTRACT AWARD

The City of North Miami will review the bids to ensure that all mandatory work is included; that it conforms to program specifications and that the cost is reasonable for the project. Estimates that are unresponsive, unreasonable, and inaccurate, contain incorrect totals, are unsigned, or submitted in pencil may be rejected at the option of the City of North Miami.

The following criteria will be used to determine the winning bid:

1. The bid falls within the lower 10% of all responsible and responsive bids. The lowest of those will be selected. No more than two (2) simultaneous projects will be awarded to a contractor. The City reserves the right to base additional awards on demonstrated company capability and prior performance on a case-by-case basis.
2. Contractors that are late on completing a project will not be eligible to receive an additional case award.
3. All required paperwork and licenses must be up to date in order for a contractor to secure a winning bid.
4. Whether the Contractor is entitled to a Section 3 preference.

Contractors are not authorized to begin construction until they receive a Notice to Proceed from the Housing Division and the required permits are issued by the City of North Miami Building Department. Application for building permits must be made within fifteen (15) business days of the date the Notice to Proceed is issued.

Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the Housing Division. Contractors who experience delays on two (2) successive projects will be removed from the bidder's list, unless the delays are caused by factors beyond the Contractor's control, as determined solely by the Housing Division. Delays may be grounds for suspension and or termination of individual contracts.

F. HOUSING PROGRAM CONTRACTS

Except as set forth in paragraph G below all projects are awarded in accordance with the previously described bid process.

G. EMERGENCY CONTRACTS

Emergency Contracts are awarded to complete work on a project previously awarded housing contract that has not been completed as required by the original contractor, or for emergency repair to correct a life-threatening situation in a home, or as otherwise determined necessary by the Housing Manager. In the event that a previously awarded contract is not completed by the original contractor, the project completion will be offered to the next successful bidder, assuming there have been no changes in project requirements. When deemed an emergency to correct a life-threatening situation, a contract may be awarded without going through the formal bid process.

The following criteria will be used in selecting the Contractor for an emergency contract:

1. Remains in good standing;
2. Demonstrated ability to perform the work timely;
3. Previous work on city funded projects completed per required specifications and on time
4. Availability to respond quickly;
5. Alphabetical rotation if more than one Contractor meets the above criteria;
6. Submission of a fixed price contract for work to be completed; and
7. Ability to complete the work within the specified time.
8. Price to complete work.

III. PAYMENT AND CONTRACT PERFORMANCE

A. DRAW SCHEDULE

Payments for New Construction or Rehabilitation projects will be made through a maximum of two draws according to the schedule below. Payment request will not be considered if the work completed does not pass the final inspection of both the Building Department (if applicable) and the City Home Inspector. Please note that all inspections required by the Building Department must be completed and approved before each draw inspection. Once inspection is passed by the Building department, Contractor must request an inspection with the Home Inspector and submit a complete payment package request with all the required

signatures, notarized and recorded forms where applicable. Once request for inspection is received, the Home Inspector will schedule an inspection to review completed work and issue Final Inspection report while the Housing Division reviews the payment request to ensure that it meets the required draw schedule. Payment will be based on the amount of work completed as listed in the work write-up and included on the contractor payment request form. . Payments will then either be processed or returned to contractor for revision. The final draw will be held until any “punch list” items have been completed to the satisfaction of the Home Inspector and the homeowner per specifications. No payment will be issued without Home Inspector Final Inspection Report with all listed items marked “Approved”

The draw schedule is:

First Draw: 50% or first agreement completed

Final Draw: 50%, second agreement completed

The Housing Division will make all necessary efforts to draft agreements in a manner that facilitates the completion of projects by phase; thus, enabling payment without pending/remaining items on completed agreement(s).

B. CONTRACTOR PAYMENTS

Payments to the Contractor will be made by Housing & Social Services – Housing Division whether the property is owned by the City or on behalf of the resident property owner, as applicable, in accordance with the Draw Schedule outlined in Section III A above. The Contractor is required to complete and submit the Contractor Payment Package Request to the Housing Division once all inspections are completed and passed, signature obtained from homeowner(s), forms notarized and recorded. The Contractor’s Payment Package Request consists of the following documents:

- Contractor’s Invoice
- Contractor’s Release of Liens
- Contractor’s Payment Request
- Subcontractor’s List
- Release of Liens (*Mechanical, Electrical, Plumbing, Other, if applicable*)
- Copy of Final Permit(s)
- Certification of Completion
- Survey for Homeowner(s) to complete
- Notice of Commencement (NOC)
- Notice of Termination (NOT)
- Limited Warranty
- Roof Warranty (if applicable)
- Uniform Mitigation Verification Inspection Form (if applicable)

Payment Package must be typed, Package not typed will not be accepted.

Lien Waivers will be signed by the Contractor before any payment is released. All required City of North Miami inspections must be made before a payment is released. This includes,

but is not limited to, required Building Department inspections as well as final inspection by the Home Inspector.

The Final Draw will be held until the following items have been completed:

1. All required inspections have been completed and passed by the Building Department.
2. A Final Inspection or C/O has been issued by the Building Department.
3. A Final Inspection has been completed and approved by the Home Inspector.
4. A Final Release of Lien has been signed by the Contractor.
5. All warranty and product(s) approval information have been provided to the City's Home Inspector with copies to the homeowner(s).
6. The construction site is clear and clean of trashes and remaining materials.
7. All Final Releases of Lien have been received from subcontractors.
8. Recorded Notice of Commencement and Termination

***Contractor payments can take up to 30 days to be issued.**

C. PAYMENT REDUCTION

In accordance with its project contracts, the Housing Division reserves the right to decline payment or reduce the amount of a draw to such an amount as is necessary to protect the homeowner(s) from loss or to recover the cost incurred to correct or complete the specified work for reasons including, but not limited to:

1. Defective work not corrected,
2. Third-party claims filed or with reasonable evidence indicating probable filing of such claims,
3. Failure of the Contractor to make proper payments to sub-Contractors, laborers or material suppliers, and
4. The amount of work completed is not enough to constitute a draw.

D. CHANGE ORDERS

The Contractor agrees that no alteration of materials or labor described in the original work order shall take place unless in writing and mutually agreed upon by the Property owner, Contractor and Home Inspector. All changes must be submitted on the Change Order Form, which is provided by the Housing Division. The form must be completed in its entirety, signed and dated by the Homeowner(s) (if applicable), Contractor, Home Inspector and Housing Manager. Along with the change order form, the contractor must submit a detailed description of the additional work needed and an itemized pricing to support the change order request. Any such changes are subject to the terms of the contract. Contractors must provide before and after pictures of the work associated with change order requests. Change orders are reviewed and approved by the Housing Manager and will only be considered in the case of circumstances unforeseen at the time of the walkthrough or for

additional work required by the City Building Department. Change orders require at least 30 days to process. The City reserves the right to deny any change order request.

E. SUSPENSIONS AND DISQUALIFICATIONS:

Contractors may be suspended or disqualified for any of the following reasons:

1. *Self-imposed*: A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship.
2. *Lack of Participation*: A Contractor that does not participate or respond to any invitation to bid within a twelve-month cycle will be placed on Inactive Status and will no longer be sent bid information. Inactive contractors must reapply and be accepted in order to begin receiving bids again.
3. *Insurance Violations*: If at any time a Contractor fails to have required insurance, he/she will be automatically suspended until proof of insurance is provided. The Contractor must have insurance at all times. Changes in coverage must be reported in writing to the Housing Division and the Building Department within five (5) working days of such said change, including renewals.
4. *Business License Violations*: Any Contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified. All license renewals must be current and a copy provided to the Housing Division and the Building Department.
5. *Failure to Honor Warranties*: Any Contractor who fails to honor a warranty from a previous contract will be barred from future bidding for one year and must reimburse the City of North Miami for the cost of any work performed by another to correct the warranty work.
6. *Default*: If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in Housing Division programs.
7. *Willful Misconduct*: Willful misconduct by Contractor, employees, or sub-Contractors while engaged in a project will not be tolerated. The Contractor may be disqualified from the program for behavior such as, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication, and illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.
8. *Contractor Negligence*: Failure to adhere to building codes, construction industry standards, contract specifications, and material requirements.
9. *Payment Delinquency*: Failure to pay sub-Contractors or material suppliers.
10. *Kickbacks/Price Fixing*: Accepting kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates.
11. *Brokering of work*: Brokering work to another licensed or unlicensed Contractor. Anyone caught brokering work, or receiving a brokered contract will be immediately suspended and possibly be disqualified indefinitely from participating

in any work program through the City of North Miami.

F. LIEN WAIVERS

The Contractor shall protect, defend, and indemnify the City of North Miami and the Property owner (if applicable) from all claims of unpaid work, labor or materials. The Contractor must sign a Release of Lien prior to receiving any payments. This will be required of the Contractor at every draw request; no exceptions will be made. It is the Contractor's responsibility to obtain Release of Liens from its sub-Contractors, material suppliers, and any other affiliates associated with said project.

G. INSPECTIONS

The Housing Division reserves the right to inspect all work performed by the Contractor. Housing staff will conduct regular property/site visits throughout the duration of the project. A scheduled inspection is required prior to receiving any payments. The Home Inspector will schedule an inspection after receiving and reviewing the request for payment. No payment will be processed without completing a successful inspection with the Housing Inspector and the Building department where applicable.

IV. PROJECT RESPONSIBILITIES

A. HOUSING DIVISION RESPONSIBILITY

Housing Division staff opens and reviews bids for conformity, awards bids and sends out award notification, conducts regular inspection of construction sites, responds to both homeowner(s) and contractor request/complaints, and makes payments upon project completion.

B. HOME INSPECTOR RESPONSIBILITY

Home Inspector conducts initial inspections, drafts work specifications, conducts preliminary bid meetings, answers to Request for Information, issues addendum, reviews change order, conducts final inspections and administers program survey.

C. CONSTRUCTION AGREEMENT

The rehabilitation process will be culminated by a contractual agreement between the homeowner, the contractor and the City of North Miami. The Housing Division will issue the Notice to Proceed and monitor compliance to the contract until completion.

D. CONTRACT SIGNATURES

Only the property owner(s), the Contractor or an authorized representative for the Contractor License holder, or the Financially Responsible Officer (FRO) of the Contractor, the Housing & Social Services Director and City's corporate officer(s) duly authorized by resolution may sign contract documents.

E. ACCESS TO PROPERTY

All parties involved in the construction process shall have access to said property during normal business hours. If the home is owner-occupied during construction, a time of operation will be established between the Property owner and the Contractor.

F. UTILITIES

When existing utilities are available, the Property owner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted in the bid specification. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction. When existing utilities are not available, it is the Contractor's responsibility to establish and pay for utilities as part of the contract.

G. EQUIPMENT STORAGE

Contractors and sub-contractors are solely responsible for the security of their equipment, tools and materials on the construction site. The Property owner, City of North Miami, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract.

H. PERSONAL PROPERTY

When applicable, personal property belonging to the Property owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Property owner and City/County for any damages created by the Contractor or his/her/its affiliates during construction. The contractor will be responsible for replacing or paying for damages to the owner's personal belongings or personal property caused by negligence of the contractors or subcontractors.

I. PROPERTY DAMAGE

The Contractor will be held liable for all property damage caused by his/her employees, equipment, tools, sub-Contractors, material suppliers, or any other affiliates contacted by the Contractor to do business on the construction site. The Contractor shall make every effort available to avoid damage to the Property owner's property at all times. Any damage sustained to the property or its contents must be reported immediately to the Property owner and the Housing & Social Services – Housing Division.

J. PERMITS AND IMPACT FEES

The Contractor will secure, at his/her own expense, all necessary permits, impact fees, notice of commencement/termination, etc., required to perform the work as described in the contract. No work shall commence without the required permits and Contractor must ensure that his/her/its subcontractors do the same.

K. WARRANTIES

The Contractor agrees to honor all warranties and product approvals.

L. DISPUTES

All unsettled claims or disputes between the Property owners and the Contractor arising out of or related to the work shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and shall be made within a reasonable time after a dispute has

arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party may be entitled to recover all costs, including reasonable attorney's fees.

V. CONTRACTOR QUALITY STANDARDS

A. INSURANCE

The Contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by state law and the Building Department as well as adequate auto insurance. Any changes in insurance coverage, including renewals must be provided in writing within five working days to City of North Miami Housing & Social Services – Housing Division with copy to the Procurement department. It is understood that any sub-Contractors hired or working with the Contractor must have adequate insurance coverage for liability and workers compensation. The Contractor must provide a Certificate of Insurance to the Housing & Social Services – Housing Division with the City of North Miami listed as additional insured.

B. COORDINATION OF WORK

The Contractor is responsible for the coordination of all work described in the contract. He/she agrees to schedule all work in the proper order for the operation of all trades, material, and workers engaged in the contract. It is agreed that no exterior work, such as re-roofing, will be performed during adverse weather conditions that would cause damage to the Property owner's property.

During a federally declared emergency such as a hurricane or other natural disaster the contractor shall be responsible to secure all work being performed on the property and take all necessary precautions to secure the site and provide safety to the property owner and the contents of the project.

C. CODES

The Contractor will comply with all Federal, State, local building and code regulations and ordinances required by the Building Department. The work must meet applicable building and code regulations and ordinances. It is the Contractor's responsibility to stay informed of all changes to the building code and City of North Miami ordinances. The City shall not pay for contractors' failure to comply with current changes to the code.

D. LICENSES

Contractors must possess a valid ***State General Contractor's License*** or ***County Certificate of Competency or Certified Residential License*** and Qualified Business License or Business Tax Receipt. In addition, contractors must have general liability and workers compensation and/or exemption. A current copy of the Contractor's license must be on file with the City of North Miami Housing & Social Services – Housing Division and the Building Department. Any changes, including renewals, must be submitted within five (5) working days of such said change. Any violations or discipline against the Contractor must be reported in writing to the City of North Miami Housing & Social Services – Housing Division within five (5) working days. In addition to these license requirements, contractors should have a valid driver's license.

E. MATERIAL QUALITY

The Contractor must furnish all materials necessary to complete the contract. All materials used and installed must be new and of quality specified in the work write up. Any materials used other than what is in the work write-up must be approved by the Home Inspector in writing before installation. All materials used by the Contractor are subject to inspection.

F. LABOR QUALITY

All labor furnished by the Contractor or sub-Contractor must be executed by a skilled, trained professional. Tradesmen, when required by county or state law, shall be licensed. All work performed by the Contractor and his/her associates will be inspected by the Housing Inspector and is expected to conform to the contract, building codes and professional work ethics.

G. SAFETY

The Contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during the course of work, as well as tools and equipment when applicable, to insure safety for the workers and Property owner, if applicable. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.

H. CLEAN-UP

The Contractor agrees to keep the construction site cleared of trash and construction debris by cleaning the site on a daily basis. Contractor will provide a dumpster or other approved receptacle at their cost.

VI. COMPLETION DEADLINE

The Contractor is required to complete all work within the time allowed as described in the contract agreement. Extensions may be granted to the Contractor for circumstances beyond his/her control such as weather delays, natural or national emergencies, personal hardships, etc. If the work is not completed on time, the Contractor will be removed from the Approved Contractors List and disqualified from future bidding. The City of North Miami Housing & Social Services – Housing Division will determine any discipline against the Contractor on a case-by-case basis. Contractors that experience delays due to increment weather, natural disasters or factors outside their control must request an extension of time in writing, with supporting documentation that must be approved by the Housing Manager.

M. HOLD HARMLESS

The Contractor shall agree to defend, indemnify, and hold harmless the Owner and City of North Miami Housing & Social Services – Housing Division from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the Contractor's performance under this agreement to install or construct home improvements that are to be paid for out of the proceeds of the Owner's rehabilitation/construction loan. The Contractor is acting in the capacity of an independent Contractor with respect to the Property owner.

N. REGULATIONS

Contractors must comply with all state and local statutes, regulations, ordinances and policies for all projects. Federally funded projects require compliance with the Davis-Bacon Act and all other applicable laws and regulations. Contractors, who have been debarred from working in federally funded projects, cannot participate in this program.

Any changes or deviations in the specifications by the Contractor must be submitted in writing and approved by the City of North Miami, Housing and Social Services Department, before such changes are made. If you have any questions, please call (305) 893-6511.

The City of North Miami Housing & Social Services – Housing Division reserves the right to amend the Contractors Policy Book at any time. Revisions will be provided to all Contractors on the Approved Bidders List.



APPENDIX "D"
CONE OF SILENCE ORDINANCE

CONE OF SILENCE

PRE-QUALIFIED LIST OF GENERAL CONTRACTORS FOR THE NORTH MIAMI RESIDENTIAL REHABILITATION CONSTRUCTION PROGRAM RFQ No. 05-25-26

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 procurement 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 procurement 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 procurement department or designee shall provide for public notice of the cone of silence. The director of the procurement 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 procurement 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.

END OF SECTION



Attachment "A"

Affidavits



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the City. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the City.

<p>_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)</p> <p><small>Bidder's/Proposer's Legal Company Name</small></p> <p>of Section 287.138, F.S.</p> <p>Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Print Name of Bidder's/Proposer's Authorized Representative: _____</p> <p>Title of Bidder's/Proposer's Authorized Representative: _____</p> <p>Signature of Bidder's/Proposer's Authorized Representative: _____</p> <p>Date: _____</p>
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E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of North Miami are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2024.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:



Prohibition against contracting with Scrutinized Companies
[PURSUANT TO FLORIDA STATUTE § 287.135]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not: Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date