

CITY OF NORTH MIAMI
RESIDENTIAL REHABILITATION PROGRAM AGREEMENT
(RFQ No. 32-17-18)

THIS SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM AGREEMENT (“Agreement”) is made and entered into on October 1, 2019, between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Fundamental Engineering and Construction, Inc.**, a Florida Profit Corporation, having its principal business office at 8396 West State Rd 84 #D, Davie, FL 33324 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on October 15, 2018, the City of North Miami (“City”) advertised *Request for Qualifications No. 32-17-18, Prequalified List of General Contractors for the City of North Miami Residential Rehabilitation Program* (“RFQ”), soliciting qualifications from experienced, licensed and insured general contractors to provide exterior home repair services for eligible single-family homes for the City’s Residential Rehabilitation Program (“Rehabilitation Program”); and

WHEREAS, pursuant to the RFQ, selected general contractors will be placed on a pre-qualified list of firms to provide Rehabilitation Services under the City’s Residential Rehabilitation Program (“Services”); and

WHEREAS, under the Rehabilitation Program, Services shall be rendered to eligible single-family homes at a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) per project, in accordance with the terms, conditions and specifications of the RFQ; and

WHEREAS, twelve (12) firms were selected to be placed on the pre-qualified list; and

WHEREAS, each of the twelve (12) Contractors has individually expressed its capability, expertise and willingness to perform Services pursuant to RFQ requirements, at a cost not to exceed Sixty Thousand Dollars (\$60,000.00) per project; and

WHEREAS, Contractor has expressed the capability, willingness and expertise to perform the Project pursuant to the terms, conditions and specifications contained in the Contract Documents.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings, except when it is clear from the context that another meaning is intended:

Agreement – this written Agreement between the City and Contractor covering the Work to be performed for completion of the Project, including the Contract Documents that are attached to or incorporated herein.

City's Project Budget – means the maximum funds proposed to be budgeted by the City for the completion of the Project. The City's Project Budget is not to exceed Sixty Thousand Dollars (\$60,000.00) per project, pursuant to Resolution Number 2019-R-97.

Contract Documents – shall consist of any preliminary and final drawings, plans and specifications required for the Project; the RFQ and all corresponding amendments, addendums, clarifications and inquiries posted in writing by the City; Contractor's response to the RFQ ("Proposal"); Resolution No. 2019-R-97, passed and adopted by the Mayor and City Council on September 10, 2019; Price Proposal; Notice to Proceed; Certificate(s) of Insurance; copies of current licenses; Project manuals and specifications (if any); all additional documents which are required to be submitted under this Agreement; and all amendments, modifications and supplements, issued on or after the effective date of this Agreement. Contract Documents are hereby incorporated into and made part of this Agreement. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a Subcontractor or supplier, or 2) between any persons or entities other than the City and Contractor.

Day – shall mean a consecutive "calendar day," unless specifically designated otherwise.

Drawings – are the graphic and pictorial portions of the Contract Documents required in the provision of Service, wherever located and whenever issued, showing the design, location, specifications and dimensions of any portion of Services, and generally including plans, engineering depictions, elevations, as-built drawings, sections, details, schedules, diagrams and construction documents as are required.

Notice to Proceed – a written notice given by the City to the Contractor fixing the date on which the provision of Work shall commence on the Project, and may set forth the date of final completion of the Project.

Permitting Authority – means (in its singular or plural forms) the City of North Miami, Miami-Dade County, the State of Florida, and/or any other governmental body having jurisdiction over the Project.

Project – means the total sum of all Services/Work to be performed under this Agreement for the completion of the City's Residential Rehabilitation Program, in accordance with the terms, conditions, and specifications contained in the Contract Documents, and including but not limited to, planning, engineering, permitting, and construction services, with final approved inspections and permits required by Permitting Authorities.

Project Amount – means the absolute and maximum amount to be paid by the City to Contractor for the provision of Services, not to exceed Sixty Thousand Dollars (\$60,000.00) per project. At no time shall the City be charged, or be liable for, any amount in excess of Sixty Thousand Dollars (\$60,000.00) per project.

Project Manager – a designated representative of the City fully acquainted with the Project and with authority to render decisions necessary to expedite the completion of the Project. The Project Manager will provide direct interface with the Contractor, with respect to the City's responsibilities and Contractor's obligations hereunder.

Services or Work – means the scope of services listed in Request for Qualifications No. 32-17-18

Subcontractor – a party, person or entity retained by Contractor to provide labor, materials, equipment, services or supplies, necessary to complete specific Services/Work or portion of the Project. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

Substantial Completion – is that stage in the progress of the Work when the Project is sufficiently complete, in accordance with the Contract Documents, to allow utilization of the Project for its intended purpose.

Time Schedule or Term of Agreement – means the period of time not to exceed ninety (90) Days following the City's issuance of its Notice to Proceed to Contractor, which shall constitute the guaranteed maximum time period upon which Contractor is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City.

Worksite – the precise Project locations as designated by the City, eligible single-family homes, where Work is to be done by Contractor or its Subcontractor under this Agreement, in accordance with the terms, conditions and specifications contained in the Contract Documents.

ARTICLE 3 – INTENT OF AGREEMENT

3.1 Execution of this Agreement is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Project, the Worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. Contract Documents are

complimentary, and what is required by any one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonable inferable from them as being necessary to produce the intended results.

3.3 In the event of conflicting provisions in the specifications or the Drawings, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; and the more expensive item will take precedence over the less expensive. On all Drawings, figures take precedence over scaled dimensions.

3.4 Organization of the specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.6 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

3.6.1 Specific written direction from the City Manager or City Manager's designee.

3.6.2 This Agreement.

3.6.3 The RFQ.

3.7 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Contractor submitting its Proposal or the right to clarify same shall be waived.

ARTICLE 4 – TERM OF AGREEMENT

4.1 Subject to pre-approved written authorized adjustments, the Term of Agreement shall be the period of time not to exceed ninety (90) Days following the City's issuance of its Notice to Proceed to Contractor, which shall constitute the guaranteed time upon which Contractor is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City.

4.2 Contractor agrees that the Work shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Time Schedule. Failure to achieve timely final Project completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of the Project by the Contractor and the City's acceptance of the Project.

4.3 Minor adjustments to the time for performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for

performance shall be determined and the Time Schedule for completion of Work will be modified accordingly.

4.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Work or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

4.5 Contractor shall be required to show just cause for delays or for additional time requests. Failure to comply with this subparagraph shall be sufficient grounds for the City to find the Contractor in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Contractor until an updated Time Schedule, acceptable to the City, is obtained. Such failure shall not be cause for additional time.

4.6 In the event the Term of Agreement date is extended, due to no-fault of Contractor, the Contractor's sole and exclusive remedy is an equal extension of time, authorized in writing by the City.

4.7 Notwithstanding the provisions of this Article 4, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 5 – PROJECT AMOUNT & PROJECT BUDGET

5.1 Contractor shall be paid an amount not to exceed Sixty Thousand Dollars (\$60,000.00) for the provision of Services. At no time shall the City be charged, or be liable for, any amount in excess of Sixty Thousand Dollars (\$60,000.00). Contractor agrees to be responsible for any amount in excess of the Project Amount. This amount incorporates the maximum compensation paid by the City to Contractor for Services pursuant to the terms, conditions and specifications contained in the Contract Documents.

5.2 Unit costs submitted under the City's Price Proposal Form shall be honored and not exceed by Contractor. Such Unit Costs shall remain fixed throughout the Term of Agreement.

5.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) Days written notice to Contractor.

5.4 The Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor. Before issuance of a final payment, Subcontractors shall submit satisfactory evidence, releases, or waivers that all payrolls, material and supply bills, and other indebtedness connected with the Project have been paid or otherwise satisfied.

5.5 The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled prior to the time of final payment.

5.6 The making of final payment shall not constitute a waiver of any claims by the City and shall not relieve the Contractor of the responsibility for negligence, defects of manufacture, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein. Upon written notice by the City, the Contractor shall remedy any defects due thereto and pay all expenses for any damages to other Work resulting therefrom.

ARTICLE 6 –CONTRACTOR’S RESPONSIBILITY & SCOPE OF WORK

6.1 Contractor shall provide the Services as set forth in the Contract Documents, and render full and prompt cooperation with the City in all aspects of Contractor’s performance of such Services including, but not limited to Contractor’s Scope of Work under the Proposal.

6.2 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor employed by Contractor, including that of its Subcontractors for Work on the Project, shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of Permitting Authority.

6.3 Contractor shall provide the Services as set forth in the Contract Documents, and render full and prompt cooperation with the City in all aspects of Contractor’s performance of such Services.

6.4 Contractor covenants to furnish its best skill and judgment in furthering the interests of the City. Contractor agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the City.

6.5 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and available to the City on a monthly basis.

6.6 Contractor shall be responsible for technically deficient Drawings, designs, reports, or studies due to Contractor’s errors and omissions, and shall promptly correct or replace all such deficient Work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

6.7 Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of local labor and materials, community relations and any other factors pertinent to saving time and cost, considering fully the goal of increased local business and workforce participation.

6.8 Contractor shall take such measures as appropriate to provide that construction requirements will be covered in the separate subcontracts performed without duplication or overlap, sequenced to maintain completion of all Work on schedule.

6.9 Work which the Contractor shall provide includes but is not limited to, the following:

6.9.1 Develop and implement procedures to monitor, record, review and approve all submittals, Drawings, pay requests and field orders for budget and schedule impact and compliance with the Contract Documents.

6.9.2 Provide inspection of all Work, materials and tests prior to Substantial Completion and final inspections by appropriate certified inspectors and Permitting Authorities.

6.9.3 Ensure the replacement of nonconforming or substandard Work on the Project.

6.9.4 Assist the City in the warranty inspections and completion of all required warranty Work generated by the inspections.

6.10 Contractor shall supervise and direct the Work, using the highest quality established by industry standards. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

6.11 Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and any employees and other persons performing portions of the Work under contract with the Contractor.

6.12 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the architect-engineer (if any), or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for inspections or portions of Work already performed under this Agreement (if any) and to determine that such portions are in proper condition.

6.13 Contractor shall inspect all materials delivered to the site and shall reject any materials that do not conform to the Contract Documents.

6.14 Contractor shall be responsible for and coordinate any and all inspections required by the Permitting Authorities having jurisdiction over the Project. Failure to obtain any required approval because of failure of the Contractor to conform to the Contract Documents shall not extend the Term of Agreement, and the Contractor shall not be entitled to an increase in the Project Amount.

6.15 Contractor shall employ sufficient, competent personnel who shall be in attendance at the Project site during the performance of the Work.

6.16 Contractor shall secure all necessary permits from the Permitting Authority, the cost of which shall be obtained by the Contractor and included in the Project Amount.

6.17 Contractor shall arrange for all Worksite facilities necessary to enable the Contractor, Subcontractors, and Project Manager to perform their respective duties in the management, conduct, inspection, and supervision of Work.

6.18 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

6.19 Contractor shall develop and maintain a program to assure quality control of the Work. Contractor shall supervise the Work of all Subcontractors providing instructions to each when their Work does not conform to the requirements of the Contract Documents and shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The City shall be the final judge of performance and acceptability.

6.20 Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors, while on the Worksite. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.21 Contractor shall perform the Work in accordance with the Contract Documents. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, it shall assume full responsibility for such Work, and shall bear the attributable costs.

6.22 All inspections shall be made for conformance with the applicable building codes, compliance with Drawings and specifications, and quality. Costs for any re-inspections of Work found defective and subsequently repaired shall be borne by the Contractor.

6.23 Contractor warrants and accepts that any and all repair work required at any phase of the Project, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

6.24 Contractor shall confine operations at the Worksite to areas permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the Worksite with personnel, materials or equipment.

6.25 Contractor shall keep the Worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion, the Contractor shall remove from the Worksite all waste materials, debris, rubbish, tools, equipment, machinery and surplus materials.

6.26 Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into this Agreement and that the City has indeed

relied on these particular provisions in making its decision to enter into this Agreement with Contractor.

ARTICLE 7 – CITY’S RESPONSIBILITY

7.1 The City shall provide information regarding its requirements for the Project, with reasonable promptness to avoid delay in the orderly progress of the Work.

7.2 The City shall designate a Project Manager who shall be fully acquainted with the Project and shall define the lines of City authority to render decisions promptly and furnish information expeditiously.

7.3 If the City becomes aware of any fault or defect in a phase of the Project or non-conformance with the Drawings and specifications, the City shall give prompt written notice thereof to the Contractor.

7.4 The Project Manager shall communicate with Subcontractors or suppliers only through the Contractor, while such method of communication is effective in maintaining the Project’s Time Schedule and quality standards.

7.5 The City expects the Contractor to recognize, coordinate and comply with the Permitting Authorities.

7.6 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the requirements of the Contract Documents, Florida Building Code, and State of Florida, Miami-Dade County and City codes, rules and regulations, then the City Manager, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the City to stop Work on the Project shall not give rise to a duty on the part of the City, to the benefit of the Contractor, Subcontractors, or any other person or entity.

ARTICLE 8 – SUBCONTRACTORS

8.1 By an appropriate written agreement, the Contractor shall require that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Contract Documents, assumes towards the City. Said agreements shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights.

8.2 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a subcontract, copies of the Contract Documents to which the Subcontractor will be bound to.

8.3 On subcontracts where the amount exceeds One Hundred Thousand Dollars (\$100,000.00), the Contractor shall require Subcontractors to provide a performance Bond and a labor and material payment Bond for One Hundred percent (100%) of the subcontract value, for each of the two Bonds. The Bonds shall be issued from a Surety company authorized to do business in the State

of Florida by the Department of Insurance. If the Contractor wishes to award subcontracts to Subcontractors unable to supply this bonding, Contractor shall request special authorization by the City to do so. Upon providing justifiable background information, such authorization shall not be unreasonably withheld.

8.4 Subcontractor must submit experience, bonding capability and financial condition to Contractor. The Subcontractors experience, bonding capability and financial condition must demonstrate that adequate assets and equipment are available to properly perform the subcontract.

8.5 Subcontractors' exclusive remedy for delays in the performance of the Agreement caused by Force Majeure events or by delays claimed to be caused by the City, or attributable to the City, or on claims based on breach of contract or negligence, shall be an extension of its subcontract time.

8.6 Contractor shall be responsible to the City for the acts and omissions of its employees, agents and Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

ARTICLE 9 - INDEPENDENT CONTRACTOR

9.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Work to the City under this Agreement.

ARTICLE 10 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

10.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

10.2 Contractor shall provide a safety program for the Project to meet U.S. Department of Labor Occupational Safety and Health Administration (OSHA) requirements and monitor Subcontractors for compliance in the performance of Work in accordance with the best acceptable safety practice.

10.3 Contractor shall schedule the services of independent testing laboratories required by Permitting Authorities to provide the necessary testing of materials to ensure conformance with environmental regulations.

10.4 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.4.1 Workers on the Project and all other persons who may be affected thereby.

10.4.2 Materials and equipment to be incorporated in the Project, whether in storage on or off the Worksite, under care, custody or control of the Contractor or Subcontractors;

10.4.3 Other public or private property at the Worksite and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction;

10.4.4 All alcoholic beverages, smoking and drugs shall be prohibited from the Project Worksite.

10.5 All workers on the Project site shall wear appropriate and uniform-like attire and shall have visible identification as being employees of the Contractor or Subcontractor.

10.6 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, their protection from damage, injury or loss in accordance with the Safety and Health Regulations for Construction, 29 C.F.R. § 1926 (2010).

10.7 Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of adjacent sites and utilities.

10.8 When the removal of asbestos, PCB's, petroleum, radioactive material or any other toxic or hazardous material, in whatever form or states, is necessary for the execution of the Work, the Contractor shall immediately notify the City and exercise the utmost care to carry on such activities by and under the supervision of properly qualified personnel. Contractor covenants that any such removal must be performed by a Florida licensed toxic or hazardous materials abatement contractor in accordance with all applicable federal, state, and local rules and regulations.

10.9 Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them and whose acts are not attributable to the fault or negligence of the Contractor.

10.10 Contractor shall designate a responsible person at the Worksite whose duty shall be prevention of accidents or injury to property or person.

10.11 Contractor shall not load or permit any part of the Worksite to be so loaded or congested, so as to endanger the site, any property, or deteriorate safety conditions.

10.12 Contractor shall promptly report to the City and all accidents arising out of or in connection with the Work.

ARTICLE 11 – TESTS AND INSPECTIONS

11.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate Permitting Authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so as to allow him the opportunity to observe such procedures, if needed. The Contractor shall support and cooperate with all tests and inspections.

11.2 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

11.3 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.

11.4 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

11.5 It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all work necessitated by inspections which is not prescribed in the plans, specifications or Drawings, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 12 – CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the City or Permitting Authorities or failing to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Project. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections.

12.2 If, within one (1) year after the date of completion of the Project, or after the date for commencement of warranties and guarantees established under by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents,

the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition.

12.3 Contractor shall remove from the Worksite and then correct any portions of the Work which are not in accordance with the requirements of the Contract Documents.

12.4 Contractor shall bear the cost of correcting destroyed or damaged portions of the Project, whether completed or partially completed, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.5 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the PROJECT AMOUNT will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - CONFLICTS OF INTEREST

13.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 14 - TERMINATION OF AGREEMENT

14.1 The City Manager reserves the right, in its best interests, to cancel this Agreement by giving written notice to Contractor ten (10) Days prior to the effective date of such cancellation. The City shall reimburse the Contractor for any unpaid cost of the Project which is due to Contractor. In the event of such termination of Agreement the City shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the City may require.

ARTICLE 15 - NOTICES

15.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

construction services, material, equipment, or other items furnished in connection with the Work, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) Days of the filing or from receipt of written notice from the City.

16.5 Contractor has visited the Worksite and is familiar with the local conditions under which the Work are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

16.6 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 17 - WARRANTY

17.1 The Contractor warrants to the City that all materials and equipment included in the Project will be new except where indicated otherwise in the Contract Documents, and that such materials and equipment will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. The Contractor further agrees to correct all Work found by the City to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of completion or for such longer periods of time as may be set forth in specific warranties contained in the specifications. The Contractor shall collect and deliver to the City any specific written warranties given by others as required by the Contract Documents.

17.2 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

17.3 If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such liens or claims, including all costs and reasonable Attorney's fees. Any Subcontractor may seek relief from the surety and Contractor under Section 255.05, Florida Statutes.

17.4 In addition, the Contractor represents and warrants the following to the City, as an inducement to the City to enter into this Agreement, which representations and warranties shall survive the execution of the Agreement, final completion of the Project and final payment hereof:

17.4.1 Contractor shall furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform their obligations under the Contract Documents, and shall have sufficient experience and competence to do so;

17.4.2 Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Contractor and the Project; and

17.4.3 The persons executing this Agreement, on behalf of the Contractor, are properly authorized to do so.

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

17.6 Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 18 - INSURANCE

18.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing all required insurance coverage, as more particularly described in the RFQ, with the following minimum coverage:

18.1.1 Commercial General Liability - With project dedicated minimum limits of One Million Dollars (\$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 to be maintained for three (3) years after completion of Services.

18.1.2 Commercial Automobile Liability - With minimum limit of One Million Dollars (\$1,000,000.00) covering any automobile including non-owned, hired or leased vehicles.

18.1.3 Worker's Compensation - As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

18.2 Contractor shall not commence Work under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

18.3 The City shall be named as an additional insured for claims caused in whole or in part by the Contractor, Subcontractor's, employees or assignee's negligent acts or omissions during the

term of this Agreement. This provision shall not limit the City's recovery for coverage under the Contractor's insurance policy.

18.4 Contractor shall not permit any Subcontractor to begin Services until after similar minimum insurance to cover Subcontractor has been obtained and approved.

18.5 In the event the insurance certificate provided by Contractor or Subcontractor indicates that he insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) Days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

18.6 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 19 - FORCE MAJEURE

19.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

19.2 If conditions are encountered at the Worksite which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing Party shall be given to the other Party promptly before conditions are disturbed, and in no event later than ten (10) Days after first observance of such conditions. The Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, will recommend an equitable adjustment in the PROJECT AMOUNT or to the Term of Agreement or both. If the Project Manager determines that the conditions at the Worksite are not materially different from those indicated in the Contract Documents and that no change in the PROJECT AMOUNT or to the Term of Agreement is justified, the City shall so notify the Contractor in writing, stating the

reasons. Claims by the Contractor in opposition to such determination must be made within ten (10) Days after the City has given notice of the decision.

ARTICLE 20 – LIQUIDATED DAMAGES

20.1 It is mutually agreed by and between the Parties hereto that time shall be an essential part of this Agreement, and that in case of the failure on the part of the Contractor to achieve contractually scheduled completion of the milestones established in the Project schedule within the time specified and agreed upon, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be Fifty Dollars (\$50.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in Article 4. The Contractor hereby agrees that said sum shall be deducted from monies due Contractor under the Agreement, or if no money is due the Contractor, the Contractor hereby agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of Fifty Dollars (\$50.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in Article 4.

ARTICLE 21 – NON-EXCLUSIVE AGREEMENT

21.1 The Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Work.

21.2 The City reserves the right to perform Work or operations related to the Project with the City's own forces, or through the award of one or more separate contracts to one or more separate contractors if the scope of the work changes during the term of this Agreement and the City and Contractor are unable to agree as to the Contractor's timely performance of such changed scope of work. Additionally, the City reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the Worksite under conditions identical or substantially similar to these.

ARTICLE 22 – EMERGENCIES

22.1 In any emergency affecting the safety of persons or property, the Contractor shall act at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

23.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Work and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

23.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except

as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

23.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

23.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) Days from the date the Agreement is terminated.

ARTICLE 24 - DEFAULT

24.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) Days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Work. In the event partial payment has been made for such Work not completed, the Contractor shall return such sums due to the City within ten (10) Days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

25.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

25.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

25.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

25.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

25.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

25.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Work and for a period of three years after final payment is made under this Agreement.

25.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

25.8 Work shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

25.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

25.10 The professional Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Work.

25.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

25.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

25.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

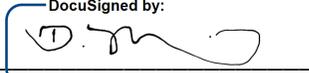
25.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

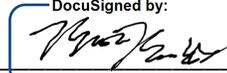
25.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

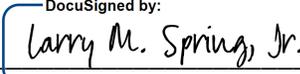
ATTEST: Fundamental Engineering and Construction, Inc., a Florida Profit Corporation,
Corporate Secretary or Witness: **“Contractor”**:

Witnessed By: 
Witness Name: Danielle Manborde
Witness Date: 1/28/2020

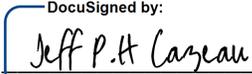
Signed By: 
Print Name: Nyron Manborde
Signature Date: 1/28/2020

ATTEST: City of North Miami, a Florida municipal Corporation:
“City”

By: 
Vanessa Joseph, Esq.
City Clerk

By: 
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau
City Attorney

RESOLUTION NO. 2019-R-97

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ESTABLISHING A PREQUALIFIED LIST OF CONTRACTORS FOR THE PROVISION OF HOME REPAIR SERVICES FOR THE CITY OF NORTH MIAMI RESIDENTIAL REHABILITATION PROGRAM, AT A COST NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00) PER PROJECT, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN REQUEST FOR QUALIFICATIONS NO. 32-17-18 AND THE PROGRAM GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENTS FOR THE PROVISION OF STATED SERVICES WITH THE SELECTED FIRMS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 15, 2018, the City of North Miami (“City”) advertised *Request For Qualifications No. 32-17-18 - Pre-Qualified List of General Contractors for the City of North Miami Residential Rehabilitation Program* (“RFQ”), to create a pool of licensed general contractors with significant and verifiable experience in completing residential rehabilitation to provide home repair services for the City’s Residential Rehabilitation Program (“Services”); and

WHEREAS, as residential rehabilitation projects are identified, the pre-qualified general contractors will be invited to submit a price proposal to perform the required rehabilitation; and

WHEREAS, twelve (12) responding contractors were selected to be in a pool of firms evaluated by City administration whose qualifications, experience and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, Services shall be rendered at a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) per project, in accordance with the terms, conditions and specifications of the RFQ and the program guidelines; and

WHEREAS, each of the selected contractors has individually expressed its capability, expertise and willingness to perform Services pursuant to RFQ requirements; and

WHEREAS, in accordance with the ranking of Contractors by City administration, the City Manager respectfully requests that the Mayor and City Council approve the established pool of Contractors identified in the attached Exhibit “A”; and

WHEREAS, City administration respectfully requests that the City Manager and City Attorney be authorized to negotiate and execute individual agreements for the provision of Services with each of the contractors.

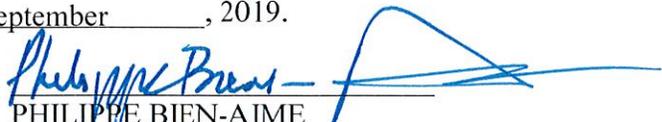
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Selection Approval. The Mayor and City Council of the City of North Miami, Florida, hereby approve the City administration’s ranking and selection of the pool of Contractors identified in the attached Exhibit “A”, for the provision of home repair services for the City’s Residential Rehabilitation Program, at a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) per project, in accordance with the terms, conditions and specifications contained in the *Request For Qualification No. 32-17-18 - Pre-Qualified List of General Contractors for the City of North Miami Residential Rehabilitation Program* and the Program Guidelines.

Section 2. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute agreements for the provision of stated services with the top-ranked firms.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10th day of September, 2019.


PHILIPPE BIEN-AIME
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Estimé-Irvin

Vote:

Mayor Philippe Bien-Aime

X (Yes) _____ (No)

Vice Mayor Carol Keys, Esq.

X (Yes) _____ (No)

Councilman Scott Galvin

X (Yes) _____ (No)

Councilwoman Mary Estimé-Irvin

X (Yes) _____ (No)

Councilman Alix Desulme, Ed.D.

X (Yes) _____ (No)



REQUEST FOR QUALIFICATION

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

ADVERTISEMENT DATE
MONDAY, OCTOBER 15, 2018

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

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

RESPONSE SUBMITTAL DEADLINE
FRIDAY, NOVEMBER 30, 2018 AT 3:30 PM (LOCAL TIME)

AT

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

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

Copies of this Solicitation Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 32-17-18** or by visiting our website at www.northmiamifl.gov

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



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

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

"IMPORTANT - SOLICITATION ENCLOSED"

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

RFQ No. 32-17-18

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

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

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

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

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued pursuant to Sections 7-192 and 7-193 of the City's Code of Ordinances prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect.

CONE OF SILENCE

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

Sincerely,

Alberto Destrade

Alberto Destrade,
Purchasing Director

Table of Contents

Section 1.0 Instructions & General Terms/Conditions.....	4
Section 2.0 Special Conditions.....	9
Section 3.0 Scope of Services.....	16
Section 4.0 Evaluation/Selection Process.....	17
Section 5.0 Proposal Format.....	20
Section 6.0 Cover Page.....	23
Section 7.0 Minimum Requirements and Bid Submittal Checklists.....	26
Appendix A Cone of Silence.....	29
▪ Attachment “A” Contractor Requirements Policy Guide	

Contract Forms

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

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

SECTION 1.0 INSTRUCTIONS & GENERAL TERMS/CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded vendor.
- c) "**Awarded vendor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Awarded vendors, consultants, organizations, Respondents or other entities submitting a response to this RFQ.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- h) "Scope of Services" or "Scope of Work" means section 2.0 of this Solicitation, which details the work to be performed by the Awarded vendor or consultant.
- i) "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- j) "Sub-Respondents vendors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Awarded vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- k) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Awarded vendor to fulfill their obligations to the City in accomplishing the Project at the selected location, as more specifically detailed in Section 2.0 herein.

1.2 CITY OVERVIEW

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

preserve the City's rich history since its incorporation in 1926.

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

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

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Form "A-1"**) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5. PUBLIC ENTITY CRIME/DISCRIMINATORY RESPONDENT LIST

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

1.6. LOBBYING

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

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Procurement Department, may temporarily or permanently suspend Awarded vendors from doing business with the City whenever an Awarded vendor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Sub Respondents vendors or sub consultants who are included on the City's Suspension List shall not be considered for review.

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

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for general inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's website (www.northmiamifl.gov), the City's Purchasing Department website (www.northmiamifl.gov/departments/purchasing), and, DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-

711-1712 and requesting the corresponding documents number.

1.9. ORAL REPRESENTATION

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

1.10. ADDENDA

If any Solicitation revisions become necessary, the City will post written addenda on the City's website at (www.northmiamifl.gov/departments/purchasing) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses.

It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11. CANCELLATION OF THE SOLICITATION

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

1.12. PROTEST

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

1.13. CONTRACT

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

1.14. PROPOSAL COSTS

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

1.15. TAX EXEMPT STATUS

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

1.16. RESPONSE SUBMISSION AND OPENING

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

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

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

1.17. ASSIGNMENT OF RESPONSE

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

1.18. WITHDRAWAL OF RESPONSE

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

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

1.19. PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.20. REJECTION OF RESPONSES

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

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

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

1.21. REVIEW OF PROPOSAL FOR RESPONSIVENESS

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

1.22. CITY COUNCIL REVIEW AND APPOINTMENT

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

1.23. THE CITY OPTIONS

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

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

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

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

1.24. CONTRACT AWARD

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

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

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.25. PROPOSAL SUBMITTAL/ADDENDUMS

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

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

1.26. NON-RESPONSIVE PROPOSALS

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

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

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

1.27. CONE OF SILENCE

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

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

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

1.28. RESPONDENT'S DISCLOSURE OF SUBRESPONDENTS VENDORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Sub-Respondents vendors or sub consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Sub-Respondents vendors or suppliers from those listed in the Proposal except upon written approval of the City (See **"Form A-6"**).

1.29. BUSINESS ENTITY / RESPONDENT REGISTRATION

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

1.30. EXCEPTION TO THE SOLICITATION

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

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

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

1.31. PROPRIETARY/ CONFIDENTIAL INFORMATION

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

1.32. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

1.33. COMMUNITY BENEFITS PLAN

Does not apply to this Solicitation.

1.34. MODIFICATIONS OF PROPOSAL

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

1.35. TRUTH IN NEGOTIATION STATEMENT

The Awarded vendor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.36. REVIEW OF PROPOSAL

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

1.37. LATE SUBMISSIONS

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

1.38. PROPOSAL OPENING

This Solicitation will not be based on price. Therefore, the Price Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposals will be read in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.39. ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.40. CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the Awarded vendor, except as fully disclosed and approved by the City. Awarded vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.41. CONSTRUCTION SERVICES

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

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

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

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

2.2 TERM OF CONTRACT

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

2.3 OPTION TO RENEW

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

2.4 PRE-PROPOSAL CONFERENCE

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

2.5 METHOD OF AWARD

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

2.6 MINIMUM QUALIFICATION

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

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

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

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

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

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

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

2.7 INSURANCE AND INDEMNIFICATION

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

2.7.1 COMMERCIAL GENERAL LIABILITY

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

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

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

2.7.3 WORKER'S COMPENSATION

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

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

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

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

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

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

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

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

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

2.8 FAILURE TO PERFORM

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

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

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

2.9 METHOD OF PAYMENT

Please see attachment "A" Contractor Requirements Policy Guide

2.10 ACCIDENT PREVENTION AND BARRICADES

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

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

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

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

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

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

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

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

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

2.11 CLEAN UP

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

2.12 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

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

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

2.13 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.13.1 TYPE OF WARRANTY COVERAGE REQUIRED

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

2.13.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

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

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

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

2.14 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

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

2.15 INSPECTION BY THE CITY

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

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

2.16 ACCEPTANCE OF PRODUCT BY THE CITY

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

2.17 NOTICE TO PROCEED

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

2.18 WORK ACCEPTANCE

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

2.19 COMPLIANCE WITH FEDERAL STANDARDS

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

2.20 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

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

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

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

2.22 LICENSES, PERMITS AND FEES

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

2.23 HOURS OF WORK

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

2.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

2.25 CLARIFICATIONS AND INQUIRIES

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

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

2.26 E-VERIFY

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

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

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

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

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

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

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

2.27 COUNCIL MEETING

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

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES

3.1 SCOPE OF WORK

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

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

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

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

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

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

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

END OF SECTION

SECTION 4.0 EVALUATION & SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

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

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

4.2 MINIMUM QUALIFICATION

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

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

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

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

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

4.3.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of “0” to “100” per each Committee member with the maximum number of points available for each category as noted in the table below. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications of the Firm – <i>Section 5.1 (4)</i>	25
2	Qualifications and Experience of the Project Manager – <i>Section 5.1 (5)</i>	25
3	Qualifications of the Project Team/Certified MBWE/SBE – <i>Section 5.1 (6)</i>	20
4	Proposed Approach and Methodology – <i>Section 5.1 (7)</i>	20
5	References – <i>Section 5.1 (8)</i>	10
TOTAL		100

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the City.

4.3.3 COMMITTEE INTERVIEWS

Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

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

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Purchasing Department, in writing at purchasing@northmiamifl.gov. The City Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit

proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

5.1 INSTRUCTION TO RESPONDENTS

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Each proposal must be submitted as follows:

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

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

A “tab” should be provided for each section as follows:

1. Proposal Cover Page

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

2. Letter of Introduction

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

3. Business Structure

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

4. Qualification of the Firm – 25 Points

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

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

A list of related projects should include the following:

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

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

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

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

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

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

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

7. Proposed Approach and Methodology- 20 Points

Provide the following:

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

8. References -10 Points

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

9. Insurance Requirements

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

10. Solicitation Forms

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

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit *(if applicable)*
- Form A-3(a) Subcontractor Local Preference
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
- Form A-6 Disclosure of Sub-Contractors & Suppliers *(if applicable)*
- Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*
- Form A-14 References

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

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

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

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

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

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

END OF SECTION



SECTION 6.0

COVER PAGE



COVER PAGE

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

RFQ No: 32-17-18

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

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

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



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a proposal, the Respondent certifies that the Respondent has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



SECTION 7.0

MINIMUM REQUIREMENTS & BID SUBMITTAL CHECKLISTS



MINIMUM REQUIREMENTS

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

RFQ 32-17-18

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



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

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

Company Name: _____

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

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

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

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



APPENDIX A

CONE OF SILENCE

CONE OF SILENCE NOTIFICATION

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

RFQ No. 32-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 7-193. Procedure.

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

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

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