



INVITATION FOR BID

MOCA PLAZA RENOVATION
IFB No. 09-17-18

Project Budget: \$450,000

ADVERTISEMENT DATE

NOVEMBER 30, 2017

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

DECEMBER 13, 2017

BID SUBMITTAL DEADLINE

DECEMBER 28, 2017

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 by any other method of delivery.

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. 09-17-18** or may be downloaded from the City's Purchasing Department website at <http://www.northmiamifl.gov/departments/purchasing/default.aspx>

Contact Person: Shenise Truesdell, Purchasing Agent
Email: purchasing@northmiamifl.gov



The North Miami Community Redevelopment Agency (NMCRA), hereinafter referred to as “City/Agency”, is hereby soliciting Bids from qualified, licensed and experienced Contractors (“Bidders” or “Respondents”) to carry out the renovation project at the Museum of Contemporary Art Plaza (MOCA), located at 770 N.E.125 Street, North Miami, FL 33161.

Please submit one (1) original Bid, two (2) copies of the original Bid and one (1) digital copy on 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 by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Bids 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.** Bids received after said date and time will not be considered and no time extensions will be permitted. Bids must be addressed to the City of North Miami, Office of the City Clerk, 776 N.E. 125th Street, North Miami, Florida 33161.

Please clearly mark Bids as follows:

“IMPORTANT - SOLICITATION ENCLOSED”
MOCA Plaza Renovation
IFB No. 09-17-18
Project Budget: \$450,000

The Solicitation timetable is as follows:

Event	Date	Time
Advertisement Date:	November 30, 2017	--
Last Date for Receipt of Written Questions:	December 13, 2017	3:30pm
Deadline for Bid Submittals:	December 28, 2017	3:30pm
CRA Advisory Committee:	January 8, 2018	6:30pm
CRA Board Approval Date:	January 9, 2018	5:30pm

***Note:** The City/Agency reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.*

BID BOND & PERFORMANCE AND PAYMENT BOND

A 5% Bid Bond must be included with Bid submittal and 100% Performance and Payment Bonds will be required for award of Contract, as further specified herein.

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 (see **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.

Copies of this Solicitation may be obtained by contacting DemandStar by 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://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Department

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ATTACHMENTS

Attachment “A” – Plans and Specification

Attachment “B” – Geotechnical Soil Analysis Report

All of our forms can be completed electronically and are available at the below link:

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

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Statutes, 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-5** Addendum to Bid Documents (*if applicable*)
- A-6** Proposer’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7** General Insurance Requirements
- A-9** Bid Bond
- A-10** Performance Bond
- A-11** Labor and Material Payment Bond
- A-14** References

**SECTION 1.0
INSTRUCTIONS TO RESPONDENTS /
GENERAL TERMS AND CONDITIONS**

1.1 DEFINITIONS

- a) "Agency" and/or "City/Agency" means North Miami Community Redevelopment Agency (NMCRA).
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City/Agency, including purchase orders, containing terms and obligations governing the relationship between the City/Agency and the Awarded vendor.
- c) "**Awarded vendor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City/Agency 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 3.0 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/Agency, 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/Agency in accomplishing the Project at the selected location, as more specifically detailed in Section 3.0 herein.

1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

1.3 CITY OVERVIEW

North Miami, Florida (est. 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 rich history since its incorporation in 1926.

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

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

1.4 EXECUTION OF BID:

The bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. **All bids must be completed in pen or be typed. No erasures are permitted.** If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way after submitted to the City.

1.5 INVITATION

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

1.6 PRICE QUOTES

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City of North Miami is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to

supplies and Services. Failure to do so will be at the Bidder's risk.

1.9 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City/Agency of North Miami, Florida.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

1.12 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as

an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.** Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.14 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.15 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number

of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.17 AWARDS:

The City/Agency reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Bids shall be opened and publicly read in the City of North Miami Council Chambers, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Solicitation Timetable. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City, unless loss or damage is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 PAYMENT:

Payment will be made by the City after the services awarded to a Bidder have been received, inspected, and found to comply with

award specifications, free of damage or defect and properly invoiced.

ordinances and laws shall be strictly met by the Bidder.

1.21 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties

1.26 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.22 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.27 ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.28 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

1.24 OSHA:

The Bidder warrants that the product and Services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Miami-Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

1.25 SAFETY PRECAUTIONS:

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal

1.30 BID BONDS, AND PERFORMANCE BONDS

Bonds shall be submitted with the Bid in the amount of five percent (5%) of the total bid amount. After acceptance of Bid, the City may notify the successful Bidder(s) to submit performance and payment bonds and certificate of insurance in the amount specified in Supplemental Conditions.

The successful Bidder(s) may be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statue 28730935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31 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 Response package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

1.33 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that the City Council, any evaluation committee members, neither employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or designee (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.

1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Purchasing Director may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

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

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail or electronic mail.

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

1.36 VERBAL REPRESENTATION

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

1.37 ADDENDA

If any Solicitation revisions become necessary, the City will post written addenda on the City web's site at http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

1.38 CANCELLATION OF CONTRACT

The City reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

- A) The Contractor is determined by the City to be in breach of any of the terms and

conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.
- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

1.39 PROTEST

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

1.40 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.

1.41 BID RESPONSE COSTS

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

1.42 SUBSTITUTIONS:

The City of North Miami, Florida WILL NOT accept substitute shipments of any kind without prior approval. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

1.43 RESPONSE SUBMITTAL AND OPENING

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

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

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

1.44 ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

A Respondent shall not transfer or assign its Response to a third party following submittal of a Bid to the City.

1.45 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Bids are opened, they become the property of the City and will not be returned to Respondents even if they are subsequently withdrawn from consideration.

1.46 PUBLIC RECORDS AND EXEMPTIONS

Contractor understands that the public shall have access, at all reasonable times, to all documents

and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

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

1.47 REJECTION OF RESPONSES

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

- (1) When such rejection is in the interests of the City;
- (2) If such Bid is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Bid contains any materials irregularities. Minor irregularities contained in Response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.48 BIDDER FACILITIES:

The City reserves the right to inspect the Bidder's facilities (offices) at any time with prior notice.

1.49 APPLICABLE LAW AND VENUE:

The laws of the State of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any legal action shall be brought in Miami-Dade County, Florida.

1.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Department a request for clarification by the deadline specified on the Solicitation Timetable. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Department. The City shall issue an Addendum if clarification or changes are required. A copy of such Addendum will be mailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.51 BID REVIEW

Each Response will be reviewed to determine if the Bid is responsive to the submittal requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submittal, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.52 CITY OPTIONS

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

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

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

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

1.53 CONTRACT AWARD

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

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

- A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The City/Agency shall award a Contract to a Bidder through action taken by either the CRA Board or the Executive Director.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
- D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submittal of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City,

through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.54 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she 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.

1.55 RESPONSE SUBMITTAL/ADDENDUMS

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

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

1.56 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.57 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.58 FORCE MAJEURE:

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 of 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 numbers 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.

1.59 NON-RESPONSIVE BIDS

Bids found to be non-responsive shall not be considered. Bids may be rejected if found to be in non-conformance with the requirements and instructions herein contained. A Bid 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 Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, 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.

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

1.60 CONE OF SILENCE

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (see Appendix "D").

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 communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

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

1.61 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all Subcontractors or sub-consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent.

Failure to comply with this requirement shall

render the Response non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City (See "Form A-6").

1.62 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires individuals and business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at

http://www.northmiamifl.gov/departments/purchasing/vendor_registration.aspx it is the responsibility of each vendor 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 IFB.

1.63 EXCEPTION TO THE SOLICITATION

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

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

1.64 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing that it meets at least two (2) of the following objective criteria prior to the City's issuance of the Solicitation.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location. **At least two (2)** of the following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

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

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.**

1.65 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.66 TRUTH IN NEGOTIATION STATEMENT

Not applicable.

1.67 LATE SUBMITTALS

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

1.68 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.

1.69 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, 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 Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.70 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all Work required during the construction or installation 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.

1.71 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

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 or Specifications, 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.

1.72 CONTRACTOR OBLIGATIONS

The 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.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the 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.

1.74 EQUAL EMPLOYMENT OPPORTUNITY POLICY UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 **PURPOSE**

The purpose of this Solicitation is to request Bids from responsive and responsible Contractors to furnish all labor, equipment, materials and expertise as required to carry out the renovation project at the MOCA Plaza located at 770 N.E. 125th Street, North Miami, FL 33161.

2.2 **ADDITIONAL INFORMATION & CLARIFICATION**

Vendors may submit questions and requests for clarification in writing to be received no later than December 13, 2017, to the Purchasing Department, via e-mail at purchasing@northmiamifl.gov. The Contractor is also required to carefully examine the site and specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract.

2.3 **PRE-BID CONFERENCE**

Not applicable.

2.4 **SEALED BIDS:**

Please submit one (1) original Bid, two (2) copies of the original Bid and one (1) digital copy on 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 by no later than December 28, 2017.

2.5 **TERM OF CONTRACT:**

The work shall commence following Contract execution and issuance of a Notice-to-Proceed (NTP). The Contract shall remain in effect until such time as the Project has been completed and accepted by the City/Agency authorized representatives and upon completion of all expressed and/or implied warranty periods. All Work must be completed within one-hundred (120) days from the City/Agency's issuance of a NTP.

The Contractor shall provide a schedule indicating timeframe for completion of the Work. The Work schedule will be reviewed, and if accepted by the City/Agency it will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City/Agency in writing. Failure to do so will subject Contractor to Liquidated Damages pursuant to **Section 2.7**.

2.6 **OPTION TO RENEW**

Intentionally Omitted

2.7 **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME**

It is mutually agreed that time shall be an essential part of this Bid, and that in case of the failure on the part of the Contractor to achieve completion of Work within the time specified and agreed upon in the Contract, the City/Agency will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, 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 one

hundred fifty dollars (\$150.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the Contract. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City/Agency as liquidated damages, and not by way of penalty, the amount of one hundred fifty dollars (\$150.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement

2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a Contract under this Bid solicitation, the prices quoted by the Bidder on the Bid form shall remain fixed and firm during the term of this Contract.

2.9 METHOD OF AWARD

The City/Agency intends to award the lowest responsive, responsible Bidder who's Bid, qualifications and references demonstrate to be the most advantageous to the City/Agency. The City/Agency reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make an award in a manner deemed in the best interest of City/Agency.

2.10 MINIMUM QUALIFICATIONS

To be considered eligible for this Solicitation, the Respondent must demonstrate that it has sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

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

2.10.2 Respondents must be licensed in the State of Florida at the time of Bid submittal and shall submit copies of the following:

- **Copy of current State of Florida General Contractor License**

2.10.3 References: Respondent must provide at least two (2) verifiable references of clients for which it has successfully completed renovation and improvement projects similar in scope to the project described in this Solicitation, within the last five (5) years. If available, such references should be for work performed by the Respondent for public agencies within Florida.

Note: Please be advised that it is the sole responsibility of each Bidder 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 Bidder may be deemed NON-RESPONSIVE.

2.11 INDEMNIFICATION AND INSURANCE

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

2.11.1 COMMERCIAL GENERAL LIABILITY

With minimum limits of \$1 Million per occurrence; coverage should be written on an occurrence form and include: bodily injury, property damage, personal & advertising injury, medical payments, products completed operations, and contractual liability. The CGL policy shall be endorsed to include pollution liability

XC&U coverage and a waiver of subrogation.

2.11.3 COMMERCIAL AUTOMOBILE LIABILITY

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

2.11.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". 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). 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.

2.12 CONTACT PERSON:

For any additional information concerning strictly procedures for responding to this Solicitation, you may contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Solicitation must be submitted in writing by email. The Bid number and Bid title must be included on all correspondence. All responses to questions or

clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.13 LOCAL BUSINESS PREFERENCE:

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing that it meets at least two (2) of the following objective criteria prior to the City's issuance of the Solicitation (see **Form A-3**).

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location. **At least two (2)** of the following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City (see **Form A-3a**).

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

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business

2.14 TIE BIDS:

In accordance with the City of North Miami Code of Ordinances Sec. 7-141, regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held.

2.15 NON-EXCLUSIVITY CLAUSE:

If a contract is awarded as a result of this Invitation for Bid, the Contract shall be non-exclusive and shall not in any way preclude the City/Agency from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state Contractors.

2.16 FAILURE TO PERFORM

If in the opinion of the City/Agency'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/Agency's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City/Agency's representative is of the opinion that the Work is being unnecessarily delayed and will not be finished within the prescribed time, then City/Agency'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/Agency may thereupon look to the next lowest and responsive and responsible Bidder 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.

2.17 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City/Agency shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City/Agency user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City/Agency representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.17.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between CRA and Contractor
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

2.17.2 CRA INFORMATION:

- City Purchase Order Number

2.17.3 PRICING INFORMATION:

- Unit price of the goods, Services, or property provided
- Extended total price of the goods, Services, or property
- Applicable discounts

2.17.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.17.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services, or property

2.17.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

Payment will be made not more than once a month, unless approved by the City/Agency. Compensation may be made to the Bidder of up to ninety percent (90%) for the Work completed in each payment requested submitted. Retainage will be kept until final completion and acceptance of project.

The City/Agency will pay the Contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, and install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the Work complete and to leave the area in first class condition as stated on the Bid Form.

2.18 COMPLETION TIME:

Completion of the project must be achieved within one-hundred and twenty (120) days of the City/Agency's issuance of a NTP. The City/Agency seeks a contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If in the opinion of the City/Agency's Project Manager, the successful Bidder fails at any time to meet the completion requirements, then the Contract may be cancelled upon written notice.

2.19 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with the latest edition of the Florida Building Code and with all applicable federal, state and local rules and regulations that would apply to the provision of Services.

2.20 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/Agency 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/Agency 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/Agency.

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

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

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.

2.21 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 agreed with the Project Manager.

2.22 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/Agency by the Respondent are found to be defective or do not conform to specifications:

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

2.22.2 The City/Agency may require the Respondent to replace the materials at the Respondent's expense.

2.23 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.23.1 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/Agency. 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/Agency at the time of defect. Any payment by the City/Agency on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.23.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City/Agency, within 7 calendar days after the City/Agency notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the Executive Director 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/Agency for Work or materials; either through a credit memorandum or through invoicing.

2.24 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/Agency. The Respondent shall promptly correct any deficiencies, without cost to the City/Agency, within seven (7) calendar days after the City/Agency notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.25 INSPECTION BY THE CITY

The Respondent is required to schedule on-site inspections at times which are mutually convenient to the Respondent and the City/Agency's officials, and shall be performed 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/Agency prior to the scheduling of these on-site inspections.

The City/Agency 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 and/or applicable building code requirements.

2.26 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City/Agency, 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 not to 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/Agency'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/Agency under this clause.

2.27 NOTICE TO PROCEED

The Respondent shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been issued by the City/Agency; 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 Bid and resulting Contract.

2.28 WORK ACCEPTANCE

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

2.29 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).

2.30 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/Agency'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/Agency 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/Agency 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/Agency shall place the Respondent in default.

2.31 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/Agency.

2.32 LICENSES, PERMITS AND FEES

The Contractor shall obtain all licenses, permits and inspections 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/Agency or the Contractor for failure to obtain required licenses, permits or inspections shall be borne by the Contractor.

2.33 HOURS OF WORK

Contractor will perform Work Monday through Friday, excluding City/Agency holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is given by an authorized City/Agency Representative.

2.34 SUBCONTRACTORS AND EMPLOYEES

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 submittal the percentages of Work to be performed by their subcontractors (**see Form A-6**). The awarded Respondent shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification of all times.

All employees of the Contractor shall be considered to be all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee of the City of North Miami. The Contractor shall supply competent and physically capable employees and the City/Agency may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City/Agency property is not in the best interest of the City/Agency. City/Agency shall not have any duty to implement or enforce such requirements.

2.35 WAIVER OF IRREGULARITIES

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

- 2.35.1 In no event will any such elections by the City/Agency be deemed to be a waiving of the Project criteria.
- 2.35.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.
- 2.35.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

2.36 BID SUBMITTAL:

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

2.37 LATE BIDS:

The City of North Miami **cannot** accept Bids received after opening time and encourages early submittal.

2.38 CRA MEETING

Contractor must be available to attend North Miami CRA Advisory Committee and CRA Board meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation if requested by the Board Members and/or authorized by the City/Agency representative. Contractor will be notified of date and time of meetings.

2.39 CLARIFICATION 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/Agency will be the one issued by the Purchasing Department.

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

END OF SECTION

SECTION 3.0 SCOPE OF WORK

3.1 SCOPE OF WORK

The scope of work for this project includes the removal and new installation of approximately 33,000 square feet of brick pavers in the pattern depicted on the contract documents. The replacement and addition of site lighting and landscape improvements as shown on the contract documents. The work shall include general demolition, site grading, electrical work, bollards, and replacement of trench drain covers. It is the responsibility of the contractor to procure and install the materials specified for this project. Please see attached plans for additional details and specifications (see **Attachment "A"**).

NOTE: It will be the responsibility of the Contractor to field verify the actual scope and size of the area to be renovated.

3.2 SUBSTITUTIONS

The awarded vendor shall be required to submit for approval proposed samples of all materials, specifications, material data sheets, test reports, warranty certificate, and references for any alternate product.

Bidders submitting substitute products or value engineering options must clearly indicate in their bid submittal which alternate items, if any, are being submitted as part of their bid.

Each bidder must submit a bid price, and may also submit pricing based on the use of a proposed alternate equal product and/or a value engineering option. Submittal of a proposed alternate equal product and/or value engineering options shall be subject to final review and approval by the City/Agency and must be clearly identified on the price breakdown submitted.

3.3 PROJECT MANGEMENT

The awarded vendor must be capable of coordinating and managing electrical, civil, and landscape sub-contractors in order to be able to successfully execute this project.

END OF SECTION



SECTION 4.0 BID FORM



BID FORM

MOCA Plaza Renovation

IFB No. 09-17-18

The proposed price shall include materials, labor, supervision, equipment, permits and all other required professional and construction related services, as needed to fully perform the scope of work described under **Section 3.0** and according to the plans and specifications for this Solicitation (see **Attachment “A”**).

NOTE: Each bidder must include a price breakdown as an attachment to their bid form including, but not limited to, labor, materials, overhead, and profit. Each bidder must submit a bid price based on plans and specifications of this Solicitation. Additionally, bidders may also submit pricing based on the use of a proposed alternate equal product and/or a value engineering option. Submittal of a proposed alternate equal product value engineering options shall be subject to final review and approval by the City/Agency and must be clearly identified on the price breakdown submitted.

DESCRIPTION	PRICE (LUMP SUM)
Removal and disposal of existing pavers / grading / prep-work	\$
General demolition	\$
Paver material and installation	\$
Light fixtures	\$
Landscaping	\$
Electrical	\$
Bollards (non-illuminated)	\$
Trench Drain	\$
General Conditions	\$
Overhead and Profit	\$
Bond	\$
Permits <i>(Same Amount For All Bidders)</i>	\$ 5,000.00
TOTAL BID PRICE	\$

NOTE:

- Respondent acknowledges and agrees that the project must be completed within one-hundred and twenty (120) days of the City/Agency's issuance of a NTP.
- Respondent(s), 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. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
- Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Company Representative (Print Name)

Title

Signature

Date



SECTION 5.0
COVER PAGE & CONTACT PERSON INFORMATION



COVER PAGE & CONTACT PERSON INFORMATION

**MOCA PLAZA RENOVATION
IFB No. 09-17-18**

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

Legal Name of Proposer(s): _____

Federal Employee Identification
Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation 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. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Bids.
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 6.0
MINIMUM REQUIREMENTS &
BID SUBMITTAL CHECKLISTS



MINIMUM REQUIREMENTS

**MOCA PLAZA RENOVATION
IFB No. 09-17-18**

	<u>Description</u>	<u>Check List</u>
1)	<p align="center">Registered Business</p> <p>The Respondent shall be licensed to do business in the State of Florida.</p>	<p align="center">Attach Copy of Active Sunbiz.org Registration</p> <p align="center"><input type="checkbox"/></p>
2)	<p align="center">General Contractor License</p> <p>Respondents must be licensed to engage in contracting in the State of Florida at the time of Bid submittal. The Respondent shall submit copies of the following:</p> <ul style="list-style-type: none"> • Copy of current State of Florida General Contractor License 	<p align="center">Attach Copy of Active License(s)</p> <p align="center"><input type="checkbox"/></p>
3)	<p align="center">References</p> <p>Respondent must provide at least two (2) verifiable references of clients for which it has successfully completed renovation and improvement projects similar in scope to the project described in this Solicitation, within the last five (5) years. If available, such references should be for work performed by the Respondent for public agencies within the State of Florida.</p>	<p align="center">Attach Copy of City Contract Form A-14</p> <p align="center"><input type="checkbox"/></p>



SUBMITTAL CHECKLIST

**MOCA PLAZA RENOVATION
IFB No. 09-17-18**

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Bid received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements Checklist	
	Bid Form	
	Response Submittal Checklist	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-11 Labor and Material Payment Bond	
	A-14 References	



APPENDIX "A"
CONE OF SILENCE ORDINANCE

MOCA Plaza Renovation
IFB No. 09-17-18

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, RFQ 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, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ 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, RFQ 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, RFQ 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, RFQ 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, RFQ and IFB after the advertisement of said RFP, RFQ 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, RFQ 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, RFQ 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.