



REQUEST FOR PROPOSALS

TARGET INDUSTRY CROSS-SECTION ANALYSIS RFP No. 16-18-19

DATE OF ADVERTISEMENT

THURSDAY, JANUARY 17, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY, FEBRUARY 8, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE

TUESDAY, FEBRUARY 26, 2019 – BY NO LATER THAN 3:30 PM (LOCAL TIME)

***PLEASE CHECK THE PURCHASING DEPARTMENT'S WEBSITE FOR ADDENDA AND CHANGES BEFORE
SUBMITTING YOUR PROPOSAL***

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116**

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

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 downloaded from the City's Purchasing Department website at:

http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

Contact Person: Jean Joinville, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida (“City”) is soliciting Proposals from qualified and experienced firms to provide a Target Industry Cross-Section Analysis in accordance with the applicable policies and procedures established by the U.S. Department of Commerce’s Economic Development Administration (EDA).

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals 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 Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

Please clearly mark Proposals as follows:

**“IMPORTANT - SOLICITATION ENCLOSED”
Target Industry Cross-Section Analysis
RFP No. 16-18-19**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	Thursday, January 17, 2019	
Deadline for Questions or Request for	Friday, February 8, 2019	3:30 pm
Proposal Submittal Deadline	Tuesday, February 26, 2019	3:30 pm
Evaluation Committee Interviews	To Be Determined	
City Council Approval Date	To Be Determined	

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

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “A”** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director

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Attachment "A"

Department of Commerce Financial Assistance Standard Term and Conditions

Attachment "B"

City of North Miami - M-1 Industrial and C-1 Commercial Zoning Map

All of our contract forms are fill-in able and can be found on the City's website at:

<http://northmiamifl.gov/departments/Purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-3(a) Statement of Intent
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Subcontractors and Suppliers
- A-7 General Insurance Requirements
- A-14 References

SECTION 1.0
INSTRUCTIONS TO PROPOSERS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) “City” means the City of North Miami.
- b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) “Contractor” or “Awarded Vendor” means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.
- e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- f) “Scope of Services” or “Scope of Work” means the work to be performed by the selected Respondent under this Contract.
- g) “Solicitation” means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost-effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

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

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Form “A-1”**) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted

as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

1.6. LOBBYING

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

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

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

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

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's website (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

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

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.**

1.11. CANCELLATION OF THE SOLICITATION

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

1.12. PROTEST

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

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing

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

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

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

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

1.15. TAX EXEMPT STATUS

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

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified

on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

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

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

1.17. ASSIGNMENT OF RESPONSE

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

1.18. WITHDRAWAL OF RESPONSE

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

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the

exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

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

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

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

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

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

1.23. CITY MANAGER’S REVIEW

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

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

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

- a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

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

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with

City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix "A").

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

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

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

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents

need not to register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

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

1.30 EXCEPTION TO THE RFP

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

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

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 RULES, REGULATIONS AND LICENSING REQUIREMENTS

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

1.33 MODIFICATION OF PROPOSAL

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

1.34 TRUTH IN NEGOTIATION STATEMENT

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

1.35 LATE SUBMITTALS

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

1.36 ATTORNEYS’ FEES

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

1.37 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded

vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.38 CONSTRUCTION SERVICES

Not Applicable.

1.40 THE CITY OPTIONS

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

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

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

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

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami is soliciting Proposals from qualified and experienced firms to provide a Target Industry Cross-Section Analysis in accordance with the applicable policies and procedures established by the EDA.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. **Please refer to Attachment “A” for all applicable Federal Requirements.**

2.2 TERM OF CONTRACT

The term of this Agreement shall be for six (6) months commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing research and consulting services. The City, at its sole discretion, reserves the right to extend this Contract for up to an additional six (6) months period beyond the current Contract period to ensure continuity of services and completion of the study.

2.3 METHOD OF AWARD

See Section 5 for method of evaluation and award.

2.4 MINIMUM REQUIREMENTS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all of the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

2.4.1 Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations record or other currently registered business structure.

2.4.2 MINIMUM NUMBER OF COMPLETED PROJECTS

Respondent must have successfully completed a minimum of three (3) projects similar to the scope of work described on this Solicitation for other municipalities or government bodies. Documentation for the previous projects must include the following information:

- Name of the Project
- Date range of Project (Start Date/End Date)
- Name of entity for which services were provided
- Entity’s main contact name, phone and email
- Description and details of the work performed for project and the final outcome.

2.4.3 YEARS IN BUSINESS

The City will require proof that the Proposer is an established business operating in compliance with all local, state and federal laws and has been in business for at least three (3) years.

2.4.4 REFERENCES

Respondent must provide at least three (3) references of clients for which it has provided similar studies within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed **Form A14**.

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

2.5 INSURANCE AND INDEMNIFICATION

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

2.5.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of \$1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

2.5.2 PROFESSIONAL LIABILITY (Errors and Omissions)

Minimum limit of \$1 Million covering any errors or omissions of the Contractor in the performance of Professional Services; the Self Insured Retention (SIR) shall not exceed \$25,000. If the SIR or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

2.5.3 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of \$1 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition.

This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.5.4 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, 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". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager 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.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami 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 ensue 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 ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.6 FAILURE TO PERFORM

If in the opinion of the City's representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract 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.

2.7 FEDERAL AND STATE REGULATIONS

The Consultant shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

2.8 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.9 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Respondent shall furnish the labor, materials, and coordination of services for satisfactory Contract performance.

2.10 NO DAMAGES FOR DELAY

The Consultant shall not be entitled to a claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Consultant's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension

for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.11 COUNCIL MEETING

The Consultant must be available to attend City Council meeting when required. Consultant must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

2.12 SOLICITATION CLARIFICATIONS AND INQUIRIES

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Qualifications must be submitted in writing by email. The Solicitation number and 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 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

2.14 CONDITIONS OF PROPOSALS

2.14.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.14.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.14.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.14.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Contractors shall be notified in writing of award.

2.14.5 Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council approval, and Florida Statutes, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City’s best interests. The Agreement is provided herein as an attachment to this RFP. The City Manager reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

2.15 TRADE SECRETS

The City of North Miami is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials and data submitted as part of a Proposal in response to a Request for Qualifications

are governed by the disclosure, exemption and confidentiality provisions relating to public records in the Florida Statutes.

Except for materials that are “trade secrets” or “confidential” as defined by Chapter 812, Florida Statute, ownership of all documents, materials and data submitted as part of Proposal in response to a Request for Proposals shall exclusively to the City.

To the extent that the Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not being declared as trade secrets. In addition, the Proposer shall cite for each trade secret being claimed, on each relevant page, the Florida Statute number which supports the designation. Furthermore, the Proposal shall contain a brief written explanation as to why the information is being claimed as trade secret fits the cited statute number. Finally, the Proposer shall submit one (1) additional hardcopy and one (1) additional digital copy that redacts all designated trade secrets.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 BACKGROUND

On June 26, 2018, the City of North Miami was awarded a matching grant by the U.S. Department of Commerce's Economic Development Administration to conduct a Target Industry Cross-Section Analysis.

The City requires the services of a Consultant to conduct the Target Industry Cross-Section Analysis in order to provide a clear strategy for identification and recruitment of the industry sectors and businesses the City of North Miami should target for development, attraction, and foreign direct investment within the City of North Miami's M-1 Industrial and C-1 Commercial zoning districts (**See Attachment "B"**). The M-1 and C-1 zoning districts permit uses that allow for high wage jobs in innovative target industries, foreign direct investment opportunities and exporting potential. This study will help ensure the City capitalizes on its economic comparative and competitive advantages to strengthen its economic infrastructure and resiliency.

3.2 SCOPE OF SERVICES

The selected Consultant will be required to achieve the following goals:

- 1) Identify the City's comparative/competitive advantage in the aforementioned districts for business attraction and retention in the South Florida region.
- 2) Identify opportunities for Foreign Direct Investment within the City of North Miami.
- 3) Recommend strategies that strengthen the City's Economic Resiliency through business diversification and target industry promotion.
- 4) Provide implementation strategies for business attraction, economic investment, and job creation.

To achieve the stated goals, the Consultant must provide the following information:

A. Current Inventory and Economic Condition of Study Area

- 1) Provide context for the Target Industry Cross-Section Analysis by evaluating the existing commercial and economic conditions of the selected geographic areas of study.
- 2) Gather a comprehensive and detailed inventory of existing businesses in the selected geographic areas of study with a breakdown including type of industry, size of company, and other important factors necessary to understand the existing commercial and industrial landscape of the study area.

B. Identify Target Industries based on Comparative Advantage

- 1) Provide a report on target industries that the City has a comparative advantage based on "SWOT" analysis of current inventory, (i.e. strengths, weaknesses, opportunities and threats) the City's market position, asset mapping, target industry factors the city possesses, and economic conditions.

- 2) Justify comparative advantages of identified target industries and why North Miami is right for these industries based on the alignment of community and industry factors.

C. Develop Implementation Strategy

- 1) Identify properties and potential locations within the M-1 and C-1 zoned districts that would be appropriate for new business attraction, investment, development, reuse, and redevelopment.
- 2) Identify existing businesses and properties that should be supported through Business retention and expansion efforts, especially exporting services.
- 3) Identify potential Foreign Direct Investment opportunities in selected target industries with justification for why foreign countries or agencies would be appropriate.
- 4) Generate general proposals and strategies for marketing target industry attraction to domestic and international firms based on above research and identification.
- 5) Analyze and project the economic impact of implementation of target industry on the City's future workforce, business climate, tax revenues, and resiliency to disasters and other emergencies.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

4.1 INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double-sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be **marked "ORIGINAL"**. The document package copies should be individually bound. CD's must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL").
- Six (6) duplicate copies.
- One (1) CD's or DVD's (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

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

A "tab" should be provided for each section as follows:

1. Cover Page

The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency's account, date, and the subject and signature page. (See Section 6.0)

2. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure

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

4. Qualification of the Firm – 25 Points

Provide a description and history of the firm, focusing on previous governmental experience. Provide any other documentation which demonstrates the firm's ability to satisfy all of the minimum requirements detailed under Section 2.4.

Describe any other work experience related to the services described in the Scope of Services section of this Solicitation or any other information, which may be specific to the requirements.

5. Proposed Approach, Understanding and Response to Scope of Work – 25 Points

Describe your firm’s understanding of the services requested in this Solicitation and your firm’s strengths in performing these services.

Provide your firm’s plan to perform the Services requested in this RFP. Describe how services will be organized and managed to demonstrate how the firm’s capability of successfully managing the project from start to completion. Identify all assistance that would be requested from the City and identify and describe any anticipated/potential problems in the performance of these services and the firm’s approach to resolving them. Include additional pertinent information as applicable.

- Specifically, state the Proposer’s approach and methodology to assist the City in meeting its goals for this study. At a minimum, Proposer should address economic and industry analysis, economic surveying, incubator/accelerator analysis, and stakeholder engagement.

6. Similar Projects Completed by the Respondent and Key Personnel – 20 Points

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the City’s primary contact and provide the person(s’) background, training, experience, qualifications and authority.

7. Price Proposal – 20 Points

Respondents must include a fully completed Price Proposal Form (see Section 6) in order to be considered for this Solicitation. Although the proposed price will not be the sole factor in determining the final ranking for this Solicitation, each Respondent should submit their best price as part of their Proposal.

Note: The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

8. References -10 Points

The Respondent must provide references for at least three (3) current or former clients' verifiable projects similar to the current solicited work. Past services must have been provided within the last ten (10) years from the submittal deadline. Respondents are expected to provide information on each reference by including Form A-14 in their response.

END OF SECTION

SECTION 5.0 EVALUATION / SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

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

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

5.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

5.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage.

The specific criteria that will be utilized is as follows:

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications/Experience of the Firm – <i>Section 4.1 (4)</i>	25
2	Proposed Approach, Understanding and Response to Scope of Work – <i>Section 4.1 (5)</i>	25
3	Similar Projects Completed by the Respondent and Key Personnel – <i>Section 4.1 (6)</i>	20
4	Price Proposal – <i>Section 4.1 (7)</i>	20
5	References – <i>Section 4.1 (8)</i>	10
TOTAL		100

5.4 ORAL PRESENTATIONS

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

5.5 NEGOTIATION PROCESS

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION



SECTION 6.0 PROPOSAL FORMS

Price Proposal Form
Cover Page & Contact Information Form
Proposal Submittal Checklist



NORTH MIAMI
F L O R I D A
PRICE PROPOSAL FORM

The prices listed below shall include the total cost to complete the Services requested in this Solicitation including but not limited to materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

RESPONDENTS MUST INCLUDE A BREAKDOWN OF THE PROPOSED ACTIVITIES (TASKS) AND RESPECTIVE COST FOR EACH OF THE LINE ITEMS LISTED BELOW AS PART OF THEIR PROPOSAL (PLEASE ATTACH TO THIS FORM)

Section	Deliverables	Anticipated Time of Completion	Price
Section 3.2.1	Identify the City's comparative/competitive advantage in the aforementioned districts for business attraction and retention in the South Florida region.		
Section 3.2.2	Identify opportunities for Foreign Direct Investment within the City of North Miami.		
Section 3.2.3	Recommend strategies that strengthen the City's Economic Resiliency through business diversification and target industry promotion.		
Section 3.2.4	Provide implementation strategies for business attraction, economic investment, and job creation.		
		Total Price	

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name)

Date

Signature

Title



COVER PAGE & CONTACT INFORMATION

**RFP No. 16-18-19
Target Industry Cross-Section Analysis**

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 an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of
Proposer(s):

Federal Employee
Identification (FEIN)
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The 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 one hundred and eighty (180) 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 outlined herein.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



PROPOSAL SUBMITTAL CHECKLIST

**TARGET INDUSTRY CROSS-SECTION ANALYSIS
RFP No. 16-18-19**

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.	Appendix Forms	OFFICE USE ONLY
	Price Proposal Form	
	Cover Page/Information Sheet	
	Response Submittal Checklist	
Tab/Page No	Narrative	OFFICE USE ONLY
	Cover Letter	
	Table of Contents	
	Business Structure	
	Qualifications of the Firm	
	Proposed Approach, Understanding and Response to Scope of Work	
	Similar Projects Completed	
	Price Proposal	
	References	
	Additional Information	
	Insurance Requirements	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda (if applicable)	
	A-6 Disclosure of Subcontractors & Suppliers (if applicable)	
	A-7 Insurance Requirements	
	A-14 References	



Appendix "A"
Cone of Silence Ordinance

Cone of Silence Notification

TARGET INDUSTRY CROSS-SECTION ANALYSIS **RFP No. 16-18-19**

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.