REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR DEVELOPMENT OF THE CAGNI PARK NORTH SITE
RFQ No. 32-18-19
ESTIMATED COST: $10.5 MILLION

DATE OF ADVERTISEMENT
MONDAY, MAY 6, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, MAY 24, 2019 AT 3:30PM (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
THURSDAY, JUNE 20, 2019 AT 3:30PM (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, 1ST 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 on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays 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 document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 32-18-19

Contact Person: Heylicken Espinoza, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as the “City” is hereby soliciting proposals from qualified and experienced firms to provide Construction Management At-Risk (CMR) services for the development of a new multi-purpose field, recreational facilities and ancillary improvements at the Cagni Park North site, located between N.E. 135th Street and 137th Street from 8th Avenue to 9th Avenue, in accordance with Florida Statutes s. 255.103 and s. 287.055, Consultants Competitive Negotiation Act (CCNA).

Please submit one (1) original Proposal, six (6) hardcopies 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 NE 125th Street, North Miami, Florida 33161. Proposals received after this time will not be considered and no time extensions will be permitted. Qualifications received after the time and date for receipt of qualifications will be returned unopened. Each respondent shall assume full responsibility for timely delivery at the location designated for receipt of qualifications.

Responses shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:

“IMPORTANT - SOLICITATION ENCLOSED
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR DEVELOPMENT OF THE CAGNI PARK SITE
RFQ No. 32-18-19
Respondent Name: ___________”

The Solicitation Timetable is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement Date:</td>
<td>Monday, May 6, 2019</td>
<td></td>
</tr>
<tr>
<td>Last Date for Receipt of Written Questions:</td>
<td>Friday, May 24, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Submittal Deadline:</td>
<td>Thursday, June 20, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Evaluation Committee Interviews:</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>City Council Approval Date:</td>
<td>TBD</td>
<td></td>
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</tbody>
</table>

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

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City’s Purchasing Department website at:

CONE OF SILENCE

Please be advised that this Solicitation is subject to the City’s Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communication, as further described in Appendix “C” of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Alberto Destrade, CPPO
Purchasing Director
# Table of Contents

## Section and Title

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.0 Instructions to Proposers /General Terms and Conditions</td>
<td>5</td>
</tr>
<tr>
<td>Section 2.0 Special Conditions</td>
<td>13</td>
</tr>
<tr>
<td>Section 3.0 Project Information &amp; Scope of Services</td>
<td>20</td>
</tr>
<tr>
<td>Section 4.0 Proposal Format</td>
<td>23</td>
</tr>
<tr>
<td>Section 5.0 Evaluation Criteria/Selection Process</td>
<td>27</td>
</tr>
<tr>
<td>Appendix &quot;A&quot; Cover Page/Contact Information Form</td>
<td>30</td>
</tr>
<tr>
<td>Appendix &quot;B&quot; Proposal Submittal Checklist</td>
<td>33</td>
</tr>
<tr>
<td>Appendix &quot;C&quot; Cone of Silence Ordinance</td>
<td>34</td>
</tr>
</tbody>
</table>

**Attachment “A” - Location Map**

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

[http://northmiamifl.gov/departments/Purchasing/forms.aspx](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-10 Performance Bond
A-11 Labor and Material Payment Bond
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
   Qualifications (RFQ) document, and all associated
   addenda and attachments.
h) “Subcontractors” or “Sub-Contractor” 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.
j) “Project Team” shall mean representatives
   from the City and the School Board of Miami-Dade
   County, Florida, assigned to this Project, as well as
any Contractors and Contractors selected to
participate on this Project.

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/subContractors, vendors, or Contractors 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-Contractors or sub-contractors, are hereby placed on noticed 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-Contractors 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-Contractors 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-Contractors 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-Contractors 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 INQUIRIES

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 web site (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 RFQ 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-responsible; 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**

The City shall convene an Evaluation Committee in accordance with the City’s Procurement Code. Applicants who meet the minimum responsiveness and responsibility criteria will be submitted for review and evaluation by Committee.
The evaluation process will be carried out in a two-tier review and ranking. The Evaluation Committee will conduct an initial review and evaluation of the eligible firms (Tier 1) and rank each Respondent based solely on the merits of each Proposal in accordance with the scoring criteria outlined below.

Upon conclusion of their Tier 1 evaluation, the Committee shall then choose how many of the top ranked firms to short-list and invite to be interviewed by the Committee. The Committee’s short-list must consist of no less than three (3) firms.

The final ranking for each of the short-listed firms shall consist solely of the scores issued by the Committee following the interview presentations and shall also be in accordance with the scoring criteria outlined below (Tier 2). The scores from the initial Tier I shall not carry over to the interview phase.

Following the Tier 2 evaluation, the Evaluation Committee’s final ranking of the short-listed firms shall be submitted for review and approval by the City Manager.

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 PRICE PROPOSAL FORM

Not Applicable

1.27 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.
1.28 **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 C).

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 Contractor 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.

1.29 **SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

This RFQ requires that the Respondent must list any and all sub-contractors and/or sub-Contractors 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-Contractors or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.30 **BUSINESS ENTITY / RESPONDENT REGISTRATION**

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

1.31 **EXCEPTION TO THE RFQ**

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 RFQ. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 **PROPRIETARY/CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

1.33 **LOCAL VENDOR PREFERENCE**
The evaluation of competitive Solicitations is subject to Section 7-151, City Code 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 Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

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

1.34 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.

1.35 MODIFICATION OF PROPOSAL

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

1.36 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.

1.37 LATE SUBMITTALS

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

1.38 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.

1.39 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.

1.40 CONSTRUCTION SERVICES

Not Applicable.
1.41 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 purpose of this Solicitation is to request proposals from qualified and experienced firms to provide Construction Management At-Risk (CMR) services for the development of a new multi-purpose field, recreational facilities and ancillary improvements at the Cagni Park North site (“Project”), located between N.E. 135th Street and 137th Street from 8th Avenue to 9th Avenue, in accordance with Florida Statutes s. 255.103 and s. 287.055, Consultants Competitive Negotiation Act (CCNA).

This Project is being funded by a collaboration of the City, the School Board of Miami-Dade County, Florida, and Miami-Dade County through its “Building Better Communities” General Obligation Bond.

2.2 METHOD OF AWARD
See Section 5.0 for the method of evaluation, selection and award of contract.

2.3 PROJECT DELIVERY
The proposed delivery method for this Project is Construction Management At-Risk, which consists of a pre-construction phase (design and bidding) and a subsequent construction phase. Each phase shall have a separate contract awarded by the City, upon successful negotiations, to the selected CMR.

2.4 MINIMUM REQUIREMENTS
In order to be eligible to participate in this Solicitation, the Respondent must be able to demonstrate that it meets the following minimum qualifications and has the necessary experience, capacity and resources to successfully execute this Project. Any applicant that fails to meet the following requirements may be deemed “NON-RESPONSIVE”:

a. Respondents must have an active Miami-Dade County Public Schools (MDCPS) Contractor’s Pre-Qualification Certificate with a single project value of no less than $10.5 million and provide proof of it with their proposal.

Interested applicants may contact the MDCPS Office of Contractor Pre-qualification at (305) 995-1307 for information regarding Contractor Pre-qualification procedures.

b. Respondents must be authorized to do business in the State of Florida. Please submit a copy of Sunbiz corporation report with your company registered as active.

c. Respondents must also be duly licensed in the State of Florida and shall submit proof of the following as part of their proposal:

State of Florida General Contractor License

Respondents submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. Moreover, the Respondent must also submit evidence that the joint venture is authorized to do business in the State of Florida and properly licensed by the Florida Department of Business and Professional Regulation in accordance with the provisions of Chapter 489, Florida Statutes.
d. Respondents must demonstrate that the firm has done work as a licensed General Contractor within the State of Florida for a minimum of five (5) years. Accordingly, the Respondent must submit adequate documentation of projects successfully completed within the State of Florida over the last five (5) years.

e. References: Each Respondent must provide at least three (3) references of clients for which it has provided services similar to those requested in this Solicitation, within the past five (5) years. If available, such references should be for projects performed on behalf of public/government agencies located within the State of Florida. Reference projects must be submitted using contract Form A-14 listed under the Table of Contents.

**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 verify the project information submitted or if the information is incorrect, the Respondent may be deemed “NON-RESPONSIVE”.

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 shall not exceed $25,000. If the self-insured retention (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, the 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 that the 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, the 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.

The City of North Miami, the School Board of Miami-Dade County, Florida and their members, officers and employees shall be additional insured on all liability coverages except Worker’s Compensation Insurance. 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 this 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. The 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 the Contractor.

The Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this Solicitation. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Also, the 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 a breach of this 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 this Contract.

The 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 this Contract by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

The 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.
The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the 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 the execution of a Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami and the School Board of Miami-Dade County, Florida, as additional insured where applicable.

2.6 FAILURE TO PERFORM

In the event that the selected CMR refuses to perform their contractual obligations in a satisfactory manner, as outlined in the Contract, or fails to cure deficiencies and provide a suitable resolution to comply with the City’s notice of non-performance, then the City may notify the CMR that it will terminate the contract. If so, the City may also request that the CMR cease and desist from further work and that it provide the City with the documents produced on behalf of this Project.

The City may then look to the next highest ranked firm to complete the remainder of the Work or pursue other alternatives to complete the Project, whichever course of action is in the City’s best interest. Any additional costs incurred by the City as a result of termination of the selected CMR’s contract, beyond the original price (fees) agreed to with the CMR, shall be charged to the selected CMR and the City may seek to recoup the additional costs by any legal means possible including, but not limited to, deducting said costs from any fees owed to the CMR.

2.7 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations, including without limitation, the Florida Building Code, the American Disabilities Act and the Jessica Lunsford Act, regarding provision of Services.

2.8 JESSICA LUNSFORD ACT

In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2015) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Respondent agrees that all of its employees who provide or may provide Services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. Respondent agrees to bear any and all costs associated with acquiring the required background screenings. Respondent agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Respondent further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.
The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

2.9 NOTICE TO PROCEED
The selected CMR shall not commence any work on this Project nor enter Project site without prior authorization, until a written “Notice to Proceed” has been issued by the City authorizing commencement of the Work.

2.10 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR
Unless otherwise provided by in this Solicitation, the selected CMR shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

2.11 SITE INSPECTION AND DUE DILLIGENCE
During the pre-construction phase, the selected CMR shall be responsible for becoming familiar with the Project site and investigating any condition which may affect the work to be done or may be required to successfully complete the Project. The CMR’s failure to perform the necessary due diligence during the pre-construction phase will not justify a subsequent request for price adjustment by the CMR following award of the GMP contract.

Prior to the commencement of Work, the selected CMR shall submit to the Project Team photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the CMR. Failure to properly document any pre-existing damaged condition and to submit the requisite documentation, may render the CMR liable to repair any such damage at no expense to the City.

2.12 NO DAMAGES FOR DELAY
The CMR 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 CMR’s control, or by delay authorized by the City, or by other causes which the CMR determines may justify delay.

The CMR’s sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule agreed to by the parties, as determined by the City. However, additional costs to the CMR or delays in the CMR’s performance caused by improperly
timed activities shall not be the basis for granting a time extension. If the CMR 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. Upon receipt and review of the CMR’s notice, the City shall decide whether or not the CMR is entitled to a time extension for the delay. The failure of the CMR to give said notice shall constitute a waiver of any claim under this section.

2.13 CITY COUNCIL MEETING

The selected CMR must be available to attend City Council meetings, when required by City staff, and to answer any questions or provide information (presentations) regarding the Project.

2.14 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Any questions and/or requests for clarification regarding this Solicitation must be submitted in writing to the City’s Purchasing Department via email at purchasing@northmiamifl.gov. Please be advised that the only official answer or interpretation from the City regarding this Solicitation will be the one issued by the Purchasing Department.

The Solicitation number and title must be included on all email correspondence, as well as the section and paragraph number referenced by your question in order to facilitate a prompt and accurate response. All questions and requests for clarification must be submitted by no later than the date and time indicated in the Solicitation Timetable section (see Page 2). All responses to questions and/or requests for clarification received by the City shall be issued in the form of an addendum. NO QUESTIONS AND/OR REQUESTS FOR CLARIFICATION WILL BE CONSIDERED AFTER THE DEADLINE HAS PASSED. Addendum(s) will be made available on the City’s webpage and it is each applicant’s responsibility to review and acknowledge any and all addenda.

2.15 ACCEPTANCE/REJECTION/MINOR IRREGULARITIES OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive minor irregularities in the Respondent’s proposal.

2.16 PROPOSALS

2.16.1 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.

2.16.2 Public Opening – All Proposals will be publicly opened at the time and place specified in this Solicitation.

2.16.3 Evaluation – The Evaluation Committee assembled to review the Proposals submitted in response to this Solicitation will rank each firm and make a recommendation to award this Contract to the Respondent whose experience and qualifications are deemed best suited for this Project.
2.17 **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 this Solicitation 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 a Proposal in response to this Solicitation shall remain with 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 the reason why the information being claimed as a trade secret fits the cited statute number.

**END OF SECTION**
SECTION 3.0
PROJECT INFORMATION AND SCOPE OF SERVICES

3.1 PROJECT INFORMATION

The Project site is located adjacent to the Arch Creek Elementary and North Miami Middle Schools campus (see attached Location Map). Once completed, this recreational complex is intended to be used jointly by both the City and the School Board, in accordance with the Interlocal Agreement entered into by both parties.

The proposed improvements for this Project include, but are not limited to, the following:

- Site preparation, including earth work, filling and leveling as may be required;
- Installation of an artificial turf multi-use athletic field immediately to the east of the schools;
- Construction of new tennis courts;
- Construction of Handball or Racquetball Court;
- Installation of a new playground with shade cover;
- Construction of a new skate park;
- Construction of new Olympic size swimming pool and splash pool;
- Construction of park shelters;
- Construction of a new recreational building;
- Construction of a minimum of 80 parking spaces along the south side of the Project site along N.E. 135 Street;
- Installation of landscaping, fencing, signage and site lighting for walkways;
- Dumpster enclosure.

3.2 PRE-CONSTRUCTION SERVICES

The proposed delivery method for this Project will include both a pre-construction phase (design and bidding) and a construction phase, with separate CMR contracts for each phase. As part of their pre-construction services, the selected CMR will be expected to coordinate their work with the selected Project Architect and the Project Team.

The CMR’s pre-construction services shall include, but not be limited to, design reviews, constructability analysis, value engineering, cost estimating, scheduling and bidding of the Project, and ultimately result in the submittal of a Guaranteed Maximum Price (GMP) proposal to the CITY for execution of the Project.

The CMR’s actual scope of services, duties and responsibilities, deliverables, schedule of activities (milestones) and compensation for the pre-construction phase of this Project shall be negotiated and agreed upon with the City and incorporated into their pre-construction services contract.

3.3 ESTIMATES OF PROBABLE CONSTRUCTION COST

As part of the selected CMR’s pre-construction services, the CM shall provide updated estimates of probable construction cost throughout the various stages of design completion in accordance with the design phase progress milestones attached to the selected Project Architect’s contract.
In the event that the CMR’s estimate of probable construction cost exceeds the Project Budget, the CMR shall be required to submit recommendations for reducing the estimated cost in line with the Project Budget, including but not limited to redesign, value engineering, additive or deductive alternates, etc., for review and approval by the CITY. The CMR shall not proceed to the bidding phase until the estimated cost of the project has been reconciled in line with the Project Budget, unless otherwise approved in writing by the CITY.

3.4 PRELIMINARY CONSTRUCTION SCHEDULES

Concurrent with each estimate of probable construction cost, the CMR shall also submit preliminary construction schedules reflecting their proposed completion milestones for execution the Project. In the event that the CMR’s proposed construction schedule exceeds the completion dates established by the City, then the CMR will be required to prepare and submit recommendations for fast-tracking completion of the work including, but not limited to, proposed phasing sequences for review and approval by the City.

The CMR shall not proceed to the bidding phase until their proposed construction schedule has been reviewed and approved by the City.

3.5 BIDDING PHASE

The CITY reserves the right to review and approve the CMR’s proposed subcontractor pre-qualification, bid package selection, bid opening and review process, and must be invited to participate in any meeting related to this process. By submitting a proposal in response to this Solicitation, the CMR understands and agrees that any and all documents related to their due diligence and work product generated as part of their pre-construction services are considered open for review by the City, upon reasonable notice, and copies of same shall be provided to the City upon request, at no additional cost.

3.6 GMP PROPOSAL

Following the CMR’s submittal of a GMP, the CITY may choose to accept the GMP and award a contract to the CMR for execution of the project or the CITY may decide not to accept the proposed GMP and pursue other options.

The CITY reserves the sole right to accept or reject the proposed GMP, as deemed to be in the CITY’s best interest. In the event that the CITY rejects the proposed GMP, the CITY shall not be liable to the CMR for any additional fees or costs, whether pending or incurred, beyond the pre-construction fee and costs agreed to by the parties in the CMR’s pre-construction services contract.

In the event that the City accepts the CMR’s proposal, the awarded GMP shall represent the maximum price that the CMR may charge for the entire construction and timely completion of the Project. Upon award of the GMP, the selected CMR shall be required to submit to the City a performance bond and labor and material payment bond for 100% of the total awarded amount of the GMP within fifteen (15) calendar days of the date of award (see Forms A-10 and A-11). All bonds must be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0935.
3.7 **BUILDING CODE, LAWS AND REGULATIONS**

The selected CMR shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, regulations, building code requirements and current industry standards for the successful development and construction of this project. Moreover, the selected CMR’s failure to perform their due diligence and become familiar with the applicable requirements for development and construction of this project shall not relieve the firm of their responsibility for non-compliance.

END OF SECTION
SECTION 4.0
PROPOSAL FORMAT

I. PROPOSAL FORMAT

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2” X 11” papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. Also, when submitting your one (1) complete electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to promptly label it with your company’s name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

A. COPIES

Please submit an original Proposal and be sure to clearly mark it as “Original”. In addition, six (6) duplicate hardcopies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

B. SUBMITTAL

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. QUALIFICATIONS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF QUALIFICATIONS WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY AT THE LOCATION DESIGNATED FOR RECEIPT OF QUALIFICATIONS.

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

Proposals shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:

“IMPORTANT - SOLICITATION ENCLOSED
CONSTRUCTION MANAGER AT RISK FOR DEVELOPMENT OF CAGNI PARK SITE
RFQ No. 32-18-19
Respondent Name: _______________”
II. MANDATORY SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

A. Cover Page (Included in Appendix A of this RFQ)
   Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

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

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

   Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

   Give the location of the office, which will handle the City’s account and the number of professional staff personnel at the office.

D. Firm’s Related Project Experience (30 Points)
   Indicate the firm’s experience in providing construction experience of projects similar in magnitude and scope, in which the firm has served as either a CMR or Construction Manager in the past five (5) years. Include staffing organization and management of the staff and subcontractors and distribution of project assignments. Provide project information including project description, size and scope, location, initial cost and actual cost after completion, date of completion. Specifically, describe the firm’s experience with public and/or private parks and athletic facilities, if any.

E. Qualifications of the Project Team (30 Points)
   Respondents must submit a Qualification Statement. Provide a list of personnel and project managers to be used and their qualifications. A brief resume including education, experience, licenses and certifications and any other pertinent information shall be included for each team member, for each professional category, including sub-Contractors (Form “A-6”). Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements.
Respondent must clearly identify in its proposal any subcontractors which it intends to utilize during the initial pre-construction phase. The City retains the right to accept or reject any proposed subcontractors.

Licenses and any other required information for the Respondent must be submitted in this section.

F. Proposed Approach and Methodology (15 Points)
Describe your firm’s understanding of the City’s goals and objectives for this project and your firm’s approach to successfully undertake this type of project.

Describe the firm’s commitment to sustainability and how it intends to promote sustainability in this project.

Describe your firm’s project management approach and interaction with the design team that will result in completing the project on-time and on budget.

Describe your firm’s quality and cost control process.

G. Certified Minority Business Enterprise (10 Points)
In accordance with Florida Statute 287.055, please indicate if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification. To qualify, the Respondent must be certified by a public agency at the time of submittal of Qualifications.

H. References (10 Points)
Please provide at least three (3) clients who the City may contact during the evaluation phase. (See Section 2.4).

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 verify the project information submitted or if the information is incorrect, the Respondent may be deemed “NON-RESPONSIVE”.

I. Office Location (5 Points)
Each Respondent shall state their location with respect to the City of North Miami and shall demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.

J. Local Business Preference
This Solicitation is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. Failure to submit required documentation may render the Respondent ineligible for local preference.
K. Additional Information
Provide any additional and/or relevant information regarding the firms’ capability in regards to similar projects.

L. Litigation
Provide a listing of all lawsuits or proceedings involving the Respondent within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.

M. Insurance Requirements
All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City’s requirements will be submitted before final execution or issuance of the contract. *(See Section 2.5)*

N. Solicitation Forms
The following forms must be included, if applicable, in the proposal:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit *(if applicable)*
- Form A-3(a) Statement of Intent *(if applicable)*
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda
- Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*
- Form A-7 General Insurance Requirements *(Provide copies of the required Insurance or letter of intent to provide required insurance)*
- Form A-10 Performance Bond *(post GMP award)*
- Form A-11 Labor and Material Payment Bond *(post GMP award)*
- Form A-14 References

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

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


FAILURE TO SUBMIT THE ABOVE REQUIRED DOCUMENTATION MAY RESULT IN BEING DEEMED NON-RESPONSIVE.

END OF SECTION
SECTION 5.0
EVALUATION CRITERIA/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 RFQ and agreement by the City of North Miami.

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

5.2 EVALUATION PROCESS

The City shall convene an Evaluation Committee in accordance with the City’s Procurement Code. Applicants who meet the minimum responsiveness and responsibility criteria will be submitted for review and evaluation by Committee.

The evaluation process will be carried out in a two-tier review and ranking. The Evaluation Committee will conduct an initial review and evaluation of the eligible firms (Tier I) and rank each Respondent based solely on the merits of each Proposal in accordance with the scoring criteria outlined below.

Upon conclusion of their Tier I evaluation, the Committee shall then choose how many of the top ranked firms to short-list and invite to be interviewed by the Committee. The Committee’s short-list must consist of no less than three (3) firms.

The final ranking for each of the short-listed firms shall consist solely of the scores issued by the Committee following the interview presentations and shall also be in accordance with the scoring criteria outlined below (Tier 2). The scores from the initial Tier I shall not carry over to the interview phase.

Following the Tier 2 evaluation, the Evaluation Committee’s final ranking of the short-listed firms shall be submitted for review and approval by the City Manager.
5.3 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of “0” to “100” total points per each Committee member, based on the scoring categories listed below. The total score is based on the points issued to the Respondent by each Committee member and not on a percentage. The ranking of Respondents for each phase (Tier I and Tier II) shall be based on the total number of points per phase, adjusted by the Local Business Preference factor, if applicable.

The scoring categories for each phase are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1 Firm’s Related Project Experience</td>
<td>30</td>
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<tr>
<td>2 Qualifications of the Project Team</td>
<td>30</td>
</tr>
<tr>
<td>3 Proposed Approach and Methodology</td>
<td>15</td>
</tr>
<tr>
<td>4 Certified Minority Business Enterprise</td>
<td>10</td>
</tr>
<tr>
<td>5 References</td>
<td>10</td>
</tr>
<tr>
<td>6 Office Location</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Maximum Points</strong></td>
<td><strong>100</strong></td>
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</table>

5.4 COMMITTEE INTERVIEWS

The Committee will schedule interviews only with short-listed Respondents. Notice of assigned presentation times will be communicated in advance to the short-listed firms, but may be given short notice of appearance. The purpose of the interviews is for each firm to describe their experience and qualifications to the Committee and for the Committee members to have an opportunity to ask questions of each Respondent.

The presentation may clarify, but not modify the content of the Proposal. Any question and answers which take place during the interviews are intended solely for the purpose of facilitating the Committee members’ evaluation of each firm. These discussions shall not be misconstrued as a "negotiation" of terms by either party. The City shall not be liable for any costs incurred by the Respondent in connection with such interviews/presentations (i.e. travel, accommodations, etc).

5.5 LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 7-151 of the City’s Purchasing Code 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 Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).
Pursuant to Section 7-151, a “Local Business” is defined as a business meeting two of the following:

a) A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; or
b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; or
c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

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

5.6 NEGOTIATION PROCESS
Following the City Manager’s approval of the Committee results, staff will then proceed to negotiate a pre-construction services contract with the highest ranked firm. In the event that the City and the top ranked firm cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, subject to the City Manager’s approval, proceed to negotiate with the next highest ranked firm.

This process may continue until either an agreement acceptable to the City has been reached or all Proposals are rejected, or as otherwise determined by the City. The rejected Respondents shall have no rights against the City arising from unsuccessful negotiations or termination by the City thereof.

Once negotiations prove successful, staff shall then submit the results of the evaluation process and negotiations to the City Manager and subsequently, with the City Manager’s approval, to the City Council for review and award of Contract.

END OF SECTION
Appendix “A”
Cover Page & Contact Information Form
### COVER PAGE & CONTACT INFORMATION

**RFQ No. 32-18-19**  
CONSTRUCTION MANAGEMENT AT-RISK FOR DEVELOPMENT OF THE CAGNI PARK NORTH SITE

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.

<table>
<thead>
<tr>
<th>Legal Name of Proposer(s):</th>
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<table>
<thead>
<tr>
<th>Federal Employee Identification (FEIN) Number:</th>
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<tr>
<th>Mailing Address:</th>
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<th>City, State, Zip Code:</th>
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<tr>
<th>Contact Person:</th>
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<tr>
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<th>Fax Number:</th>
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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: _____________________________________________________________
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 Proposal 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:  

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Appendix Forms</th>
<th>OFFICE USE ONLY</th>
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<tbody>
<tr>
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<td>Cover Page/Information Sheet</td>
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<td>Response Submittal Checklist</td>
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<td>Firm’s Related Project Experience</td>
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<td>Qualifications of Project Team</td>
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<td>Proposed Approach and Methodology</td>
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<td>Certified Minority Business Enterprise Information</td>
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<td>Office Location</td>
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<td>Additional Information</td>
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<td>A-1 Public Entity Crimes Affidavit</td>
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<td></td>
<td>A-2 Non-Collusive Bid Certificate</td>
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<td>A-3 Local Preference Affidavit <em>(if applicable)</em></td>
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<td>A-3(a) Statement of Intent <em>(if applicable)</em></td>
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<td>A-4 Questionnaire Instructions</td>
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<td>A-5 Acknowledgement of Addenda <em>(if applicable)</em></td>
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<td>A-6 Disclosure of Subcontractors &amp; Suppliers <em>(if applicable)</em></td>
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<td>A-7 Insurance Requirements</td>
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<td>A-10 Performance Bond <em>(post GMP)</em></td>
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<td>A-11 Labor and Material Payment Bond <em>(post GMP)</em></td>
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<td>A-14 References</td>
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Appendix “C”
Cone of Silence Ordinance
Cone of Silence Notification

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on www.demandstar.com and on:

http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx Please do not communicate with vendors regarding:

CONSTRUCTION MANAGEMENT AT-RISK FOR DEVELOPMENT
OF THE CAGNI PARK NORTH SITE
RFQ No. 32-18-19

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.