REQUEST FOR QUALIFICATIONS

ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER AND ANCILLARY IMPROVEMENTS
RFQ No. 61-17-18

DATE OF ADVERTISEMENT
TUESDAY, JULY 10, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
MONDAY, JULY 23, 2018 AT 3:30PM (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
MONDAY, AUGUST 13, 2018 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. 61-17-18

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”, in conjunction with the North Miami Community Redevelopment Agency (CRA) is soliciting proposals from qualified and experienced firms to provide architectural/engineering (A/E) services for a new community center and ancillary improvements intended to replace the City’s existing Griffing Community Center, located at 12220 Griffing Blvd, North Miami, FL 33161, in accordance with Florida Statute 287.055, Consultants Competitive Negotiation Act (CCNA). The services to be provided shall include, but not be limited to, programming, design, and construction administration services, all at the City’s option.

Please submit one (1) original Proposal, five (5) 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
ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER
AND ANCILLARY IMPROVEMENTS
RFQ No. 61-17-18
Respondent Name: __________”

The Solicitation Timetable is as follows:

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<td>Advertisement Date:</td>
<td>Tuesday, July 10, 2018</td>
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<td>Last Date for Receipt of Written Questions:</td>
<td>Monday, July 23, 2018</td>
<td>3:30pm</td>
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<td>Submittal Deadline:</td>
<td>Monday, August 13, 2018</td>
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<td>Evaluation Committee Interviews:</td>
<td>TBD</td>
<td></td>
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<tr>
<td>City Council/CRA Board Approval Date:</td>
<td>TBD</td>
<td></td>
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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
Purchasing Director
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**Attachment “A” – Location Map and Legal Descriptions**

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) “Consultant” 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-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 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

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council/CRA Board 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/CRA Board 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 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-Builders 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 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/CRA Board during any duly noticed public meeting or communications in writing at any time with any City Council/CRA Board 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-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).

1.30 **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.

1.44 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, in conjunction with the North Miami Community Redevelopment Agency (NMCRA), is soliciting proposals from qualified and experienced firms to provide architectural/engineering (A/E) services for a new community center and ancillary improvements intended to replace the City’s existing Griffing Community Center, located at 12220 Griffing Blvd, North Miami, FL 33161, in accordance with Florida Statute 287.055, Consultants Competitive Negotiation Act (CCNA). The services to be provided shall include, but not be limited to, programming, design, and construction administration services, all at the City’s option.

2.2 TERM OF CONTRACT

The initial term of the Contract shall be negotiated and agreed to by the parties prior to submittal for review and award by the City Council and CRA Board.

2.3 OPTION TO RENEW

N/A

2.4 METHOD OF AWARD

See Section 5 for method of evaluation and award.

2.5 MINIMUM QUALIFICATIONS

To be eligible to respond to 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 the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

2.5.1 LICENSING REQUIREMENTS

In order to be considered a responsible and responsive vendor for the scope of work set forth in these RFQ documents, the firm shall possess one of the following licenses, depending on the discipline specific category the firm is applying for, to be included in their Proposal:

- State of Florida Registered Architect license

2.5.2 The successful firms must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

2.5.3 The successful firm must have a minimum of five (5) years business experience in providing architectural services.

2.5.4 References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided Services specifically related to the respective categories applied for within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami.

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

All proposers intending to submit a proposal as a joint venture are required to have filed proper documents with the Florida Department of Business and Professional regulation and any other state or local licensing agency prior to submitting their proposal (see Section 489.119, Florida Statutes). Respondents shall submit a fully executed copy of their joint venture must also and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

2.6 INSURANCE AND INDEMNIFICATION

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

2.6.1 COMMERCIAL GENERAL LIABILITY

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

2.6.2 PROFESSIONAL LIABILITY (Errors and Omissions)

Minimum limit of $1 Million covering any errors or omissions of the Consultant 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 Consultant’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, Consultant 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 Consultant 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.

2.6.3 COMMERCIAL AUTOMOBILE LIABILITY

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

2.6.4 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. Consultant 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 Consultant.

Consultant must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFQ. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Consultant 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 Consultant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Consultant under the Contract.

Consultant 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 Consultant or its employees, agents, servants, partners principals or SubConsultants.

Consultant 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.

Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant 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 Consultant 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.

2.7 FAILURE TO PERFORM

If in the opinion of the City’s representative the Consultant 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 Consultant 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 Consultant to discontinue all Work under Contract. The
Consultant 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.

2.8 **FEDERAL AND STATE REGULATIONS**

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

2.9 **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.

2.10 **NOTICE TO PROCEED**

The Consultant shall neither commence any Work, nor center City Work premises, until a written Notice to Proceed has been issued by the City directing the commencement of Work.

2.11 **LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONSULTANT**

Unless otherwise provided by in this Solicitation, the Consultant shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

2.12 **NO DAMAGES FOR DELAY**

The Consultant shall not be entitled to an 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 Consultant’s control, or by delay authorized by the City, or by other causes which the Consultant 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 Consultant 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.

2.13 **CITY COUNCIL/CRA BOARD MEETING**

The Consultant must be available to attend City Council/CRA Board meetings 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/CRA Board and/or an authorized City/CRA representative.
2.14 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 Solicitation. No questions will be received verbally or after said deadline.

2.15 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

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

2.16 CONDITIONS OF 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 Completeness – All information required by this RFQ must be supplied to constitute an acceptable Proposal.

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

2.16.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFQ 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 Consultants shall be notified in writing of award.

2.16.5 Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council/CRA Board approval, and Florida Statues, by the City Council/CRA Board. 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 RFQ. The City Manager reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

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 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 Qualifications 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/
TECHNICAL SPECIFICATIONS

3.1 BACKGROUND INFORMATION
The City’s Griffing Park Community Center was originally built in 1946 and is located at 12220 Griffing Blvd, North Miami, FL 33161. The current center consists of a one-floor, 4,200 square foot facility which is limited in space and inadequate to provide the level of community services envisioned by the City. The facility sits directly across from the City’s Griffing Park and on an entire block which includes the following:

- A two-story facility owned by the City and currently leased to a non-profit agency.
- Adjacent outdoor recreation areas and two surface parking lots owned by the City.

(See Attachment “A” for a location map of the current community center and surrounding areas)

The goal of this project is to design and build a new facility and ancillary improvements to replace the existing community center, as well as the addition of related improvements at Griffin Park, which in their entirety should enable the City to maximize the use of the new center and to also attract residents to visit the park site and enjoy the new facilities. The new center shall be a multi-purpose facility which is anticipated to include, but not be limited to, spaces for community conference rooms, separate activity rooms for senior residents and young children, computer lab areas, office space, security systems, food preparation and equipment storage areas, etc.

3.2 SCOPE OF WORK
The scope of work for this project shall be carried out in various phases to assist the City in the development, design and execution of the planned improvements. The phases include, but are not limited to, programming and final scope definition services, site investigation and analysis, architectural design, design development services, construction documents, bidding and negotiation services, construction contract administration services, and post-construction services.

In order to do so, the City shall negotiate an initial contract with the selected Consultant to perform the first phase of this project (programming) and upon successful completion of this phase, the City shall then have the option to negotiate a subsequent contract with the Consultant for completion of the remaining phases or it may choose to solicit proposals from other A/E firms to finalize the remaining phases.

The following is an outline of the various phases for this project as currently envisioned. Please note that the actual scope of work, deliverables and timelines
for completion of each phase may need to be adjusted and shall be agreed upon by the City and the Consultant during contract negotiations.

3.2.1. Phase I – Programming and Final Scope Definition (Pre-Design)

The Consultant must have the technical expertise and experience to assist the City in developing a comprehensive program and project scope definition to accomplish the goal of designing a new community center and ancillary improvements which brings to life the vision of the City administration and other stakeholders.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. The Consultant must meet with elected officials, staff and other stakeholders to research and clearly understand the project goals and objectives. Specifically, the Consultant must be able to guide and facilitate the programming process to establish operational, functional and budgetary priorities for a successful project.

b. During this information gathering and analysis phase, the Consultant must also research and investigate the existing site conditions which may impact on the development of the project including, but not limited to, applicable codes and ordinances, existing utilities, land use regulations, surrounding uses, environmental considerations, etc.

c. Consultant shall also be required to prepare periodic progress reports for presentation to various stakeholders, including at meetings before elected officials and/or town hall meetings.

d. The Consultant shall also be expected to develop and submit for review programmatic strategies to accomplish the goals and objectives of the City for the overall project. Moreover, the proposed strategies must take into consideration factors such as:

i. Functional programming which incorporates spatial and operational requirements to accommodate the desired activities and relationship among the proposed improvements.

ii. Development of innovative design solutions taking into consideration system performance, life cycle maintenance of building elements and accessibility compliance.

iii. Energy efficiency and sustainability standards to enhance the environmental performance of design components.

iv. Security considerations to ensure the safe use and operation of the new facility on a day-to-day basis and protection from natural disasters.

v. Development of conceptual cost estimates and preliminary schedules.
e. Following completion of this initial phase, the Consultant shall prepare and submit for approval by the Project Team members a program summary documenting the results of their research and analysis, including conceptual drawings of the proposed improvements, as well as recommendations for finalizing the scope of work for this project.

**NOTE:** Upon completion of Phase I, the City may either proceed to negotiate a contract with the Consultant for the remaining Phases II – VI of this project or the City may choose to solicit proposals from other A/E firms for the remaining work. In the event that the City chooses to solicit proposals, the Consultant shall be paid for all work completed to that point, as well as for any additional services agreed to by the parties.

3.2.2. **Phase II – Schematic Design**

During this phase, the Consultant shall work closely with the Project Team members to ensure that the program objectives established for the entire project are accomplished, and will continue to further refine the preliminary schedule and explore potential alternatives for additional cost savings as the design develops.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. The Schematic Design must convey a clear and comprehensive image of the designer’s solution. Likewise, the documents must incorporate conceptual organization of exterior and interior spaces, conceptual image and building massing, recommended interior and exterior materials, as well as selection of structural, mechanical, plumbing and electrical system concepts.

b. The proposed documents should include, but not be limited to, the following:

   i. Site plans, including sections showing vertical relationships.
   ii. Floor plans and elevations.
   iii. Illustrative sketches and renderings.
   iv. Calculation of areas and volumes, and analysis of design efficiency by usable areas.
   v. General description of the project, including materials and special building equipment and fixtures.
   vi. Develop project outline specifications.
   vii. Compatibility analysis of selected engineering and construction systems.
c. All design disciplines are to produce their schematic plans following the same format, scale and drawing positioning as the architectural drawings.

d. Submit the final Schematic Design documents for review and approval to the Project Team and, if so requested, to other stakeholders. Incorporate any changes requested and authorized by the Project Team and submit revised documents.

3.2.3 Phase III – Design Development

Based on the approved schematic design documents and any adjustments authorized by the Project Team to the initial program, the Consultant shall them prepare and submit for approval design development documents, consisting of drawings and other documents which shall clearly reflect the size and scope of the project with regards to architectural, civil, structural, MEP, security and safety systems, specialty equipment and materials, and such other elements as may be appropriate.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. Review unresolved issues on Schematic Design checklist with the Project Team.

b. Update and refine the proposed site plan(s) indicating building location and site improvements, elevations, sections, schedules and notes, building volume calculations and area calculations, update materials, equipment, fixtures and building systems, and develop a preliminary project manual.

c. Update the estimates of probable construction cost and provide solutions to reconcile any cost overruns, if any, with the project budget for review and approval by the Project Team.

d. Update the preliminary project completion schedule and provide solutions to reconcile any variances, if any, from the anticipated project schedule.

e. Obtain preliminary review of design documents from regulatory agencies including, but not limited to, the City’s Building Department, Planning and Zoning Department, and Planning Commission.

f. Submit the final Design Development documents for review and approval to the Project Team and, if so requested, to other stakeholders. Incorporate any changes requested and authorized by the Project Team and submit revised documents.

3.2.4 Phase IV – Construction Documents

Following approval of the proposed Design Development documents, the Consultant shall proceed to prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for
construction of the entire project. The proposed Construction Documents shall be accurate, coordinated and adequate for construction and shall comply with all applicable laws, codes and regulations.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. Review unresolved issues on the Design Development checklist with the Project Team.

b. Develop a list of required drawings and coordinate the work of all sub-consultants to comply with the Project Manual.

c. Submit copies of any general and supplementary conditions for review by the Project Team.

d. Establish a checklist and time lines for the requisite applications for approvals and permits from governing agencies.

e. Update the estimates of probable construction cost and provide solutions to reconcile any cost overruns, if any, with the project budget for review and approval by the Project Team.

f. Update the preliminary project completion schedule and provide solutions to reconcile any variances, if any, from the anticipated project schedule.

g. Assemble bid documents for review and approval by the Project Team.

h. Submit the final Construction Documents for review and approval to the Project Team and, if so requested, to other stakeholders. Incorporate any changes requested and authorized by the Project Team and submit revised documents.

3.2.5 Phase V – Bidding and Award

Following approval of the final Construction Documents or as otherwise determined by the Project Team, the City shall issue a solicitation requesting bids from contractors for the construction phase of this project. The Consultant shall provide support services to the City during the bidding and award phase with the goal of assisting the City to award a construction contract to an experienced and qualified contractor.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. Review any unresolved issues from the Construction Documents with the Project Team prior to issuance of solicitation for construction bids.

b. The Consultant shall assist the City in preparing bid package(s), responding to request for information from interested bidders, bid evaluation, negotiation and recommendation for award.
c. The Consultant shall also participate in pre-bid conferences, if any, and shall submit a summary of all questions posed during such meeting, along with respective answers, to the Project Team.

d. The Consultant shall assist the City in preparing and sending the appropriate notice to proceed to the awarded Contractor.

3.2.6 Phase VI – Construction Administration and Project Close-out

Following award of the construction contract for this project, the Consultant shall represent the City during construction and provide administration of the construction contract, to the extent provided under the agreement between the City and the Consultant for this phase of the project.

The scope of work to be performed as part of this phase may include, but not be limited to, the following:

a. Review unresolved issues from the bidding and award phase.

b. The Consultant shall assist the City with review of proposed schedule of values, field observation, review of submittals and shop drawings, preparation of progress meeting reports, request for information, review and approval of pay requisitions, construction change directives, review and approval of change order requests, and project close-out.

c. The Consultant shall also submit a list of required testing for the project and review required test reports.

d. Upon notice of substantial completion, develop list of items to be completed or corrected by the contractor and verify completion.

e. Review the contractor’s close-out submittals for completeness and prepare a final field inspection report.

f. Prior to expiration of the warranty period, conduct follow-up inspection to determine if any work is required by the Contractor to remedy any defects.

3.3 CONSULTANT’S DUTIES AND RESPONSIBILITIES

The selected Consultant understands and acknowledges that the Scope of Services outlined in this Solicitation does not include in its entirety every detail and work required to be performed by the Consultant to successfully complete this Project. The City and the selected Consultant shall negotiate and agree on the basic services, deliverables, timelines and compensation for completion of the Work or any phase included therein.

However, if during the course of their performance, the Consultant determines that additional work needs to be performed to complete the Project which is outside the level of effort originally anticipated, whether or not described in this Solicitation or in any contract issued thereunder, the Consultant must first notify the Project Team
in writing in a timely manner before proceeding with the work. In the event that the Consultant proceeds with said work without first notifying the Project Team and receiving their approval, said work shall be deemed to be within the original level of effort, whether or not specifically described in this Solicitation or any contract issued thereunder. Moreover, the Consultant's notice to the Project Team does not constitute authorization or approval by the City to perform the work. Performance of work by the Consultant outside the originally anticipated level of effort without prior written City approval is at the Consultant's sole risk.

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, five (5) 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
ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER
AND ANCILLARY IMPROVEMENTS
RFQ No. 61-17-18
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 RFQ.

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 the necessary architectural services referenced in this Solicitation. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFQ.

List projects designed or currently under design and include staffing organization and management of the staff and sub-consultants and distribution of project assignments.

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-consultants (Form “A-6”). Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements.

Describe any other experiences related to the work or services described in the Scope of Services, and any other information which may be specific to the requirements.

Include any technical staff. Technical staff shall be considered as those persons proposed to be associated with the implementation of the project - project managers, engineers, supervisors, estimators, etc.
Respondent must clearly reflect in its proposal any Sub-Consultants to be utilized. The City retains the right to accept or reject any Sub-Consultants proposed.

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.

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)
   Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. (Form A-14)

   The Respondent must provide references for at least three (3) clients for projects similar to the Solicitation. Past projects must have been completed within the last five (5) years from proposal submission. Respondents are expected to provide information on each project by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

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

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 RFQ 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. (Form A-7)

N. RFQ Forms
The following forms must be submitted in the following order:
- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit (if applicable)
- Form A-3(a) Statement of Intent (if applicable)
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda (if applicable)
- Form A-6 Disclosure of Subcontractors & Suppliers (if applicable)
- Form A-7 Insurance Requirements (Provide copies of the required Insurance or letter of intent to provide required insurance)
- Form A-14 References

All of our forms can be found on our website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

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 at:

Completed responses shall include all the above information including all required forms included with this RFQ or RFQ submittal may be rejected.

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

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 evaluation and award of the submitted Qualifications shall be consistent with Florida’s Consultants’ Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). 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. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor.

The specific criteria that will be utilized is as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Firm’s Related Project Experience</td>
<td>30</td>
</tr>
<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</strong></td>
<td><strong>100</strong></td>
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</table>

5.4 COMMITTEE INTERVIEWS

Respondents may be invited by the committee to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be for each Respondent to describe their experience and qualifications to the Committee and for the Committee members to have an opportunity to ask questions of each Respondent relative to their experience and qualifications. The presentation may clarify but may not modify the prior written submission. Any verbal communication between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Evaluation Committee. These discussions 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 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 subConsultants 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
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
Appendix “A”
Cover Page & Contact Information Form
## COVER PAGE & CONTACT INFORMATION

**RFQ No. 61-17-18**  
**ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER AND ANCILLARY IMPROVEMENTS**

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>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employee Identification (FEIN) Number:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Title:</td>
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<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Telephone Number:</td>
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<tr>
<td>Fax Number:</td>
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</tbody>
</table>
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: ________________________________________________________________
APPENDIX “B”

MINIMUM REQUIREMENTS & PROPOSAL SUBMITTAL CHECKLIST
### MINIMUM REQUIREMENTS

ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER AND ANCILLARY IMPROVEMENTS  
RFQ No. 61-17-18

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<tr>
<td><strong>1.</strong></td>
<td>The Respondent shall be licensed to do business in the State of Florida. Firms submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.</td>
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<tr>
<td></td>
<td>Attach Copy of Active Sunbiz.org Registration</td>
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| **2.** | Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submittal. The Respondent shall submit copies of the following:  
State of Florida Registered Architect license  |
|   | Attach Copy of Active License(s)   |
| **3. References:** | Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided Services specifically related to the respective categories applied for within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami.  |
|   | Attach Form A-14   |
RESPONSE SUBMITTAL CHECKLIST
ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER AND ANCILLARY IMPROVEMENTS
RFQ No. 61-17-18

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any 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: ____________________________________________________________

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<tr>
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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></td>
<td>A-1 Public Entity Crimes Affidavit</td>
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<td>A-2 Non-Collusive Bid Certificate</td>
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<td></td>
<td>A-3 Local Preference Affidavit (if applicable)</td>
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<td></td>
<td>A-3(a) Statement of Intent (if applicable)</td>
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<td>A-4 Questionnaire Instructions</td>
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<td>A-5 Acknowledgement of Addenda (if applicable)</td>
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<td></td>
<td>A-6 Disclosure of Subcontractors &amp; Suppliers (if applicable)</td>
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<td>A-7 Insurance Requirements</td>
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<td></td>
<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/CRA Board. 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:

ARCHITECTURAL/ENGINEERING (A/E) SERVICES FOR A NEW COMMUNITY CENTER AND ANCILLARY IMPROVEMENTS
RFQ No. 61-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

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

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

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

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

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

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

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

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

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

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

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

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

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

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

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

Sec. 7-193. Procedure.

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

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

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