



REQUEST FOR PROPOSALS

FALSE ALARM ADMINISTRATION SERVICES RFP No. 26-20-21

DATE OF ADVERTISEMENT
THURSDAY, FEBRUARY 11, 2021

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, FEBRUARY 26, 2021 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
FRIDAY, MARCH 12, 2021 – BY NO LATER THAN 3:30 PM (LOCAL TIME)

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

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

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 866-273-1863 or downloaded from the City's Purchasing Department website at:

<https://www.northmiamifl.gov/bids.aspx>

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



The City of North Miami, Florida (“City”) is soliciting proposals from qualified and experienced firm’s (“Bidders” or “Respondents”) to provide False Alarm Administration Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on a USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

Please clearly mark Proposals as follows:

**“IMPORTANT - SOLICITATION ENCLOSED”
False Alarm Administration Services
RFP No. 26-20-21**

The Solicitation Timetable is as follows:

| Event | Date | Time |
|---------------------------------------|-----------------------------|---------|
| Advertisement Date | Thursday, February 11, 2021 | |
| Deadline for Questions or Request for | Friday, February 26, 2021 | 3:30 pm |
| Proposal Submittal Deadline | Friday, March 12, 2021 | 3:30 pm |
| Evaluation Committee Interviews | To Be Determined | |
| City Council Approval Date | To Be Determined | |

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

Due to the COVID-19 Coronavirus health alert, the bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live-stream can be viewed on the City’s website at: <https://livestream.com/cityofnorthmiami> beginning immediately after the 3:30 pm deadline for submittal of proposals on Friday, March 12, 2021.

While recognizing the importance of public accessibility to bid openings, the NMCRA is requesting that interested parties utilize live streaming as a safe way to view the bid opening process in lieu of attending the meeting in person out of an abundance of caution related to COVID-19. If you have any questions about the bid opening you may contact the Purchasing Department at (305) 895-9886 or you can email us at purchasing@northmiamifl.gov.

CONE OF SILENCE

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

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director

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

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Subcontractors/Sub-consultants
- A-14 References

SECTION 1.0
INSTRUCTIONS TO PROPOSERS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

1.2 CITY OVERVIEW

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

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

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

1.3 INVITATION

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

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

1.6. LOBBYING

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

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

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

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

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

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

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar at www.demandstar.com or by calling 206-940-0305 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

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

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar 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 at www.demandstar.com or calling 206-940-0305 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.**

1.11. CANCELLATION OF THE SOLICITATION

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

1.12. PROTEST

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

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount

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

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

1.13. CONTRACT

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

1.14. PROPOSAL COST

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

1.15. TAX-EXEMPT STATUS

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

1.16. SUBMITTAL AND OPENING OF PROPOSALS

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

the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

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

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

1.17. ASSIGNMENT OF RESPONSE

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

1.18. WITHDRAWAL OF RESPONSE

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

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

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory

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

1.20. REJECTION OF RESPONSES

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

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

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

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 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 without conducting interviews.

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

1.23. CITY MANAGER'S REVIEW

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

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

1.24 CITY COUNCIL REVIEW

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

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

1.25 CONTRACT AWARD

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

1.26 PRICE PROPOSAL FORM

See Attachment "A" – Price Proposal Form

1.27 NON-RESPONSIVE PROPOSALS

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

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

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

1.28 CONE OF SILENCE

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

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

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

1.29 SUBCONTRACTORS/SUBCONSULTANTS DISCLOSURE

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

1.30 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 RFP

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

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

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime

Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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

1.34 RULES, REGULATIONS AND LICENSING REQUIREMENTS

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

1.35 MODIFICATION OF PROPOSAL

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

1.36 TRUTH IN NEGOTIATION STATEMENT

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

1.37 LATE SUBMITTALS

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

1.38 ATTORNEYS' FEES

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

1.39 CONFLICTS OF INTEREST

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

1.40 CONSTRUCTION SERVICES

Not Applicable.

1.41 THE CITY OPTIONS

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

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

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

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

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami (“City”) is seeking proposals from qualified and experienced firms to provide False Alarm Administration Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

2.2 TERM OF CONTRACT

The selected firm will be awarded a three (3) year contract which shall commence upon the date of contract commencement as specified in the Notice to Proceed and shall terminate three (3) years from that date.

2.3 OPTION TO RENEW

Following the initial term, the City reserves the right to renew the Contract with comparable pricing, similar terms, and conditions, for an additional three (3) successive one-year terms. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

2.4 METHOD OF AWARD

See Section 5.0 for the method of evaluation and award.

2.5 MINIMUM QUALIFICATIONS

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

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.
- The Proposer must have a minimum of five (5) years of successful experience in the following:
 - Detailed description of proposer’s information technology systems in terms of capabilities it affords clients. Include examples of reports and queries available to clients.
 - Examples of bills and follow-up notifications sent to alarm users.
 - Examples of documentation available as support for appeal and magistrate hearings.
 - Detailed description of customer service organization and capabilities.
 - Description of other available services adding value to a false alarm reduction program.
 - Most recent audited financial results.

2.6 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 and must also submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

2.7 INSURANCE AND INDEMNIFICATION

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

2.7.1 COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)

Minimum limit of \$1 Million per occurrence, \$2 Million aggregate for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

2.7.2 PROFESSIONAL LIABILITY (Errors and Omissions)

Minimum limit of \$1 Million per claim, \$2 Million aggregate, covering errors or omissions of the Contractor in the performance of professional Services. Self Insured Retention shall not exceed \$25,000. The City reserves the right to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event policy is canceled, non-renewed, changed to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period of three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR'S obligation to provide replacement coverage. The Certificate of Insurance providing evidence of coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

2.7.3 COMMERCIAL AUTOMOBILE LIABILITY

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

2.7.4 WORKER'S COMPENSATION

As required by the State of Florida in accordance with F.S.440 (statutory limits); Employer's Liability \$1 Million per accident, \$1 Million Disease/Employee and \$1 Million policy limit.

2.7.5 THIRD PARTY COMMERCIAL FIDELITY (CRIME) BOND

Contractor shall furnish a Commercial Fidelity Bond or its equivalent for Employee Dishonesty, written on a Blanket Basis with minimum limit of \$500,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of "City of North Miami",

a Political Subdivision of the State of Florida, its Officers, Employees and Agents. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis. In lieu of a Fidelity Bond, the City will accept Crime Insurance including Employee Dishonesty (Fidelity) coverage on a blanket basis.

2.7.6 CYBER LIABILITY

Minimum limit of \$1,000,000 \$1 Million per occurrence to include coverage for network security, privacy liability, data breach, data restoration, breach response expenses and business interruption.

Contractor shall name the City of North Miami as "additional insured" for Commercial General Liability insurance. All insurance required herein shall be written as primary policies, non-contributory to or in excess of any coverage that the City may carry. Vendor's insurance shall include a waiver of subrogation in favor of the City of North Miami with respect to work performed under the contract.

Insurance policies required by Contract shall be maintained in full force and effect throughout the contract period. The insurance carriers shall have a minimum of A- rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management Director prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

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

Contractor shall indemnify and hold harmless the City of North Miami, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and defense costs 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 Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

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

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 FAILURE TO PERFORM

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

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

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.9 FEDERAL AND STATE REGULATIONS

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

2.10 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.

2.11 NOTICE TO PROCEED

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

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

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

2.13 NO DAMAGES FOR DELAY

The Contractor 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 Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor'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 Contractor or delays in the Contractor's performance caused by

improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

2.14 COUNCIL MEETING

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

2.15 SOLICITATION CLARIFICATIONS AND INQUIRIES

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Qualifications must be submitted in writing by email. The Solicitation number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.16 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

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

2.17 CONDITIONS OF PROPOSALS

2.17.1 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.

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

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

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

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

2.18 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 belong 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 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 PURPOSE

The City of North Miami, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Respondent, to perform education, administrative services, fee collection, appeals and delinquent collections, pursuant to false alarm billing as it relates to the City's Code of Ordinances, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

3.2 SCOPE OF WORK

Implement all aspects of false alarm education, billing and collection for the Code Compliance Department and related services including, but not limited to:

- Process and collect on new applications for alarm users and alarm companies
- Manage and provide a system by which alarm users can register and renew their alarm permits.
- Process and collect renewal applications
- Maintain records of alarm users operating in the City
- Extract records that indicate locations of false alarms
- Identify which false alarms are billable, the rate at which each alarm is billable based on City Code Sec. 13-44 Fee Schedule, and assess fees accordingly.
- Issue invoices monthly, to alarm users along with documentation of the chargeable offense with time and date of false alarm and billable amounts for each address
- Provide customers with the ability to make payments online, over the phone and in person.
- The City will utilize its current bank to process payments via a lockbox and all funds collected will be deposited into a dedicated account. Online payments will also be directed to this dedicated account.
- Vendor to remit to City, on a monthly basis, funds due per the contract with detailed statistical report
- Identify and provide notice to alarm users that are delinquent by 30 days
- Educate and send warning notices to alarm users with 5 false alarms
- Provide collection services on behalf of the City.
- Report to the City those alarms users that remain delinquent after collection attempts are unsuccessful
- Respond to citizen complaints about lack of service to an alarm address
- Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services
- Provide a mechanism for actively notifying customers regarding overpayments and refunds due. Vendor shall also initiate the refund process.
- Provide and oversee an appeal process contested by alarm users.
- Other related responsibilities to ensure proper administration of the program in its entirety
- The proposer shall be the point of contact for all contacts with alarm users.
- The proposer shall handle all customer correspondence related to the

- program.
- All templates for correspondence must be pre-approved by the City prior to use by the vendor.
 - The proposer shall conduct, at their cost, a biannual promotional campaign to educate the public on false alarm reduction. The promotional campaign may include radio and television public service announcements, billboards, social media, print advertisements, television interviews, newsprint articles, in-person education on the program and other vehicles for promoting the usefulness of the City of North Miami False Alarm Ordinance. The campaign shall include an assertion that Police responses to false alarm calls are costly to taxpayers, divert police officers from real emergencies that delay response time for more critical calls, and are a major public safety concern because it increases risk when officers are urgently in route responding to the call.
 - The proposer shall supply hardware, software and all services necessary to establish and provide the false alarm billing and collection service to include postage. The computer system shall produce various notices including violations, and maintain supplies and services including but not limited to:
 - Hardware/software to maintain all data in reference to this proposal
 - Supply personnel to perform all pertinent duties under this proposal; and
 - The selected Respondent shall coordinate with and supply the City all necessary equipment, materials, personnel and services

3.3 PROJECTED ORGANIZATION AND STAFFING

- The proposer must provide an adequate level of staff to ensure the successful completion of the project in the required time frame. The proposer should possess the necessary skills and certifications to effectively fulfill the role.
- The proposer must name a project manager who will be available for the duration of the project. The individual must have extensive experience in managing projects of this nature.
- All individuals employed for this project must have experience performing their proposed role (education may not be substituted for the required experience).
- The proposer must agree to take lead on this project and must guarantee the performance and delivery of all tasks, goods and services under this contract.
- All subcontractors shall be pre-approved by the City.

3.4 PRICING

Provide detailed Price Proposal for fee terms and procedures (**Attachment A**). The fee requested by the proposer shall be taken as a portion of the revenue collected from the enactment of the false alarm program. How this amount is determined shall be proposed in response to this RFP. The City shall incur no cost for this service other than the fee withheld from revenue. Please note the following when calculating Pricing:

- Proposers shall base compensation on the fines listed in **Section 13-44 (a)** of the False Alarm Ordinance, but not on any additional code enforcement fines that may be levied as a result of **Section 13-44 (b)** of the False Alarm Ordinance.
- Proposers should note that **Section 13-40 (f)** is not mandatory and is implemented at the sole discretion of the Code Compliance Department.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

4.1 INSTRUCTIONS TO RESPONDENTS

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

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

Each proposal must be submitted as follows:

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

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

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

1. Cover Page

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

2. Table of Contents

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

3. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit a copy of State of Florida Department of corporate information (if applicable) indicating when the corporation was organized, corporation number, and date and status of the most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable, including the licenses to operate transit service in the State of Florida and Miami-Dade County.

4. Price Proposal

Provide detailed Price Proposal for fee terms and procedures (**Attachment A**). The fee requested by the proposer shall be taken as a portion of the revenue collected from the enactment of the false alarm program. How this amount is determined shall be proposed in response to this RFP. The City shall incur no cost for this service other than the fee withheld

from revenue. Please note the following when calculating Pricing. Please refer to Price Proposal Form to be submitted by Respondent.

5. Submittal Checklist

The Submittal Checklist shall be submitted as part of this Solicitation. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

6. Evidence of Insurance

Refer to section 2.7 for specific details on coverage.

7. References

Respondent must provide at least three (3) references related to services delineated in Scope of Service that has been performed for similar size/type of client within the last five (5) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

4.2 SELECTION CRITERIA

1. Technical Approach: (20 Points Total)

The proposer shall provide a detailed description of the scope of services that documents how the proposed program will meet all requirements outlined in the scope of work. This portion will be evaluated as the vendor's understanding of the project requirements, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project. Information should include but not be limited to the following:

- A. The proposal shall provide a detailed description of all tasks and deliverables that must be performed from project inception through implementation. The proposer must designate which tasks and deliverables among those specified are deemed mandatory, critical to the success of this project and must be performed by the proposer. The proposer must also designate which tasks and deliverables may be optional or may be conducted directly by City of Pembroke Pines Police Department staff or City staff in lieu of the proposer.
- B. The proposer will provide details on features, functions, or other considerations exclusive of the specified requirements that the company affords the customer that may provide a distinct value to the City.
- C. Identify any issues or concerns of significance related to the RFP and the proposed program that may be appropriate:

2. Qualifications and Experience: (20 Points Total)

To be eligible to respond to this RFP, the proposer must be regularly engaged in the business of false alarm bill collection. This parameter expresses the general and specific project-related capabilities of the proposer. This will include management, technical, support staff, and previous experience. Proposer must comply with the following:

- A. Identify the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning, transition if necessary, and administration of the project.

- B. Explain the ability and experience of the field staff with specific attention to project related experience.
- C. Include the location from which services will be provided. If services will be performed by different offices provide a location for each.
- D. The proposer must provide a project organizational chart showing all personnel by name and classification who will be assigned to this work and their related responsibilities. The chart must depict all staff assigned to this project.
- E. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
- F. Provide at least three specific examples of similar contracts delivered by the vendor. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. Details should include the following:
 - 1. Name of entity for which services were provided
 - 2. Provide a detailed description of the comparable contract (similar in scope of services to those requested herein).
 - 3. Owner's representative name, address, phone number, and e-mail address
 - 4. Contract duration and the date the contract was completed or is anticipated to be completed.
 - 5. Size of the City
 - 6. Circumstances regarding the contract cost.
- G. Additional information may be submitted as appropriate to further describe the proposer's experience and capabilities.

3. Financial Capability: (25 Point Total)

The firm's financial capability is to be expressed in the financial statement, and should indicate the resources and necessary working capital to assure financial stability through to the completion of the project. Proposer must provide their most recent audited financial statement as required documentation relating to the firm's financial stability.

4. Project Fee: (30 Points Total)

- A. The fee requested by the proposer shall be taken as a portion of revenue collected from the enactment of the false alarm program. How this amount is determined shall be proposed in the response to this RFP in a narrative form utilizing **(Appendix B)** Price Proposal Form. The City shall incur no cost for this service other than the fee withheld from revenue.

1. Attached is the Price Proposal Form (Appendix B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor.
 2. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
 3. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature
- B. Along with the fee for services stated in Attachment A, vendors should provide:
A list of assumptions (i.e. number of meetings with staff, commission, etc.) that are included in the proposed cost along with a list of any additional costs that are not included in the proposal.
- C. The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the contractors proposal and the completion of identified tasks, including staff review and contractors revisions.

5. References: (10 Point Total)

Respondent must provide at least three (3) references of clients for which they have performed work over the last five (5) years that is similar in scope and complexity to the services requested in this Solicitation (**see Form A-14**). Preferably, such references should include local government agencies.

CONTRACT FORMS

RFP 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-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda (***if applicable***)
- Form A-6 Disclosure of Subcontractors/Sub-consultants (***if applicable***)
- Form A-14 References

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

<https://www.northmiamifl.gov/217/Contract-Forms>

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:

<https://www.northmiamifl.gov/bids.aspx>

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

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENT 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 RFP and agreement by the City of North Miami.

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

5.2 EVALUATION PROCESS

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 below. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest-ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

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

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 Evaluation Criteria is as follows:

| Evaluation Criteria | |
|---|---------------|
| Criteria | Points |
| <p>Technical Approach (Section 4.2.1)</p> <ul style="list-style-type: none"> ▪ The proposal shall provide a detailed description of all tasks and deliverables that must be performed from project inception through implementation. The proposer must designate which tasks and deliverables among those specified are deemed mandatory, critical to the success of this project and must be performed by the proposer. ▪ The proposer will provide details on features, functions, or other considerations exclusive of the specified requirements that the company affords the customer that may provide a distinct value to the City. ▪ Identify any issues or concerns of significance related to the RFP and the proposed program that may be appropriate | 20 |
| <p>Qualifications and Experience (Section 4.2.2)</p> <ul style="list-style-type: none"> ▪ Identify the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning, transition if necessary, and administration of the project. ▪ Explain the ability and experience of the field staff with specific attention to project-related experience. ▪ Include the location from which services will be provided. If services will be performed by different offices provide a location for each. | 20 |
| <p>Financial Capability (Section 4.2.3)</p> <ul style="list-style-type: none"> ▪ The firm's financial capability is to be expressed in the financial statement and should indicate the resources and necessary working capital to assure financial stability through to the completion of the project. | 20 |
| <p>Project Fee (Section 4.2.4)</p> <ul style="list-style-type: none"> ▪ A list of assumptions (i.e. number of meetings with staff, commission, etc.) that are included in the proposed cost along with a list of any additional costs that are not included in the proposal. ▪ The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the contractors proposal and the completion of identified tasks. | 30 |
| <p>References (Section 4.2.5)</p> <ul style="list-style-type: none"> ▪ Respondent must provide at least three (3) references of clients for which they have performed work over the last five (5) years that is similar in scope and complexity to the services requested in this Solicitation (see Form A-14). Preferably, such references should include local government agencies. | 10 |

5.4 COMMITTEE INTERVIEWS

The Committee may select and choose to invite any and/or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

5.5 LOCAL BUSINESS PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes subcontractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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

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 the Committee's recommended firm 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 ranked, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION



Section 6.0 Proposal Forms

Cover Page & Contact Information Form
Proposal Submittal Checklist



COVER PAGE & CONTACT INFORMATION

**RFP No. 26-20-21
False Alarm Administration Services**

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

Legal Name of
Proposer(s):

Federal Employee
Identification (FEIN)
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:
(if any)



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 he/she has fully read and understands this Solicitation and that he/she 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.

Company Name

Authorized Company Representative (Print Name)

Date

Authorized Company Representative (Signature)

Title



RESPONSE SUBMITTAL CHECKLIST

**False Alarm Administration Services
RFP No. 26-20-21**

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

Company Name: _____

| Tab/Page No. | Appendix Forms | OFFICE USE ONLY |
|--------------|---|-----------------|
| | Cover Page/Information Sheet | |
| | Response Submittal Checklist | |
| Tab/Page No. | Narrative | OFFICE USE ONLY |
| | Table of Contents | |
| | Letter of Introduction | |
| | Business Structure | |
| | General Company Information | |
| | Technical Approach | |
| | Experience and Ability | |
| | Financial Capability | |
| | Project Fee | |
| | References | |
| Tab/Page No. | City Contract Forms | OFFICE USE ONLY |
| | A-1 Public Entity Crimes Affidavit | |
| | A-2 Non- Collusive Bid Certificate | |
| | A-3 Local Preference Affidavit <i>(if applicable)</i> | |
| | A-4 Questionnaire Instructions | |
| | A-5 Acknowledgement of Addenda <i>(if applicable)</i> | |
| | A-6 Disclosure of Subcontractors/Subconsultants | |
| | A-7 Insurance Requirements | |
| | A-14 References | |



Appendix "A"
Cone of Silence Ordinance

Cone of Silence Notification

False Alarm Administration Services RFP No. 26-20-21

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.



Attachment "A"
Price Proposal Form



Price Proposal Form
False Alarm Administration Services
RFP No. 26-20-21

Provide detailed Price Proposal for fee terms and procedures. The fee requested by the proposer shall be taken as a portion of the revenue collected from the enactment of the false alarm program. How this amount is determined shall be proposed in response to this RFP. The City shall incur no cost for this service other than the fee withheld from revenue. The City shall incur no cost for this service other than the fee withheld from revenue. Please note the following when calculating Pricing:

- Proposers shall base compensation on the fines listed in **Section 13-44 (a)** of the False Alarm Ordinance, but not on any additional code enforcement fines that may be levied as a result of **Section 13-44 (b)** of the False Alarm Ordinance.
- Proposers should note that **Section 13-40 (f)** is not mandatory and is implemented at the sole discretion of the Code Compliance Department.

Please complete the information below regarding the proposed fee.

| Range of Collections Based on Annual Collection Periods | Percentage Collections |
|--|-------------------------------|
| 0 - \$25,000 | % |
| \$25,001 - \$50,000 | % |
| \$50,001 and above | % |

Note: Respondent should attach additional information (clarification) as part of their proposal regarding their proposed compensation for all services to be provided under this Solicitation.

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

Company Name

Authorized Company Representative (Print Name)

Date

Authorized Company Representative (Signature)

Title