



NORTH MIAMI CRA
COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR QUALIFICATION

PRE-QUALIFIED LIST OF CONTRACTORS FOR THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA) HOUSING REHABILITATION CONSTRUCTION PROGRAM RFQ No. 16-21-22

ADVERTISEMENT DATE

TUESDAY, FEBRUARY 22, 2022

PRE-PROPOSAL CONFERENCE

MONDAY, MARCH 7, 2022 AT 2:00 PM (LOCAL TIME)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, MARCH 14, 2022 AT 3:30 PM (LOCAL TIME)

RESPONSE SUBMITTAL DEADLINE

MONDAY, APRIL 11, 2022 AT 3:30 PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The North Miami Community Redevelopment Agency will not be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar at www.demandstar.com or calling toll free (206) 940-0305 and request Document **No. 16-21-22** or by visiting our website at <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Marie Charles, Purchasing Department
Email: Purchasing@northmiamifl.gov | Phone: (305) 895-9886



The North Miami Community Redevelopment Agency (NMCRA), Florida, hereinafter referred to as the “Agency” and/or “NMCRA”, is hereby soliciting proposals from qualified, experienced and licensed contractors for the NMCRA Housing Rehabilitation and Renovation construction program.

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.

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>

“IMPORTANT - SOLICITATION ENCLOSED”
Pre-Qualified List of Contractors for the
North Miami Community Redevelopment Agency (NMCRA)
Housing Rehabilitation Construction Program
RFQ No. 16-21-22

The schedule (timetable) for this Solicitation is as follows:

Event	Date	Time
Advertisement Date	Tuesday, February 22, 2022	
Pre-Proposal Conference <i>(see Appendix “C”)</i>	Monday, March 7, 2022	2:00 pm
Deadline for Questions/Requests for Clarification	Monday, March 14, 2022	3:30 pm
Deadline for Submittal of Proposals	Monday, April 11, 2022	3:30 pm
Evaluation Committee	TBD	
NMCRA Board Approval Date	TBD	

Note: The City of North Miami 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 at www.demandstar.com or calling toll free (206) 940-0305 or may be downloaded from the City’s Purchasing Department website at <https://www.northmiamifl.gov/bids.aspx>

ACCEPTANCE AND REJECTIONS

The NMCRA reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the NMCRA. Please be advised that this Solicitation is issued pursuant to Sections 7-192 and 7-193 of the City’s Code of Ordinances prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect.

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 (attached hereto as **Appendix "A"**), prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect. We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade, CPPO
Purchasing Director

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Contract Forms

All of our contract forms can be filled-in electronically and are accessible at the following link: <https://www.northmiamifl.gov/217/Contract-Forms>

- A-1 Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes
- A-2 Non-Collusive Proposal Certificate
- A-3 Local Preference Affidavit (*if applicable*)
- A-4 Questionnaire Instructions
- A-5 Addendum to Bid Documents (*if applicable*)
- A-6 Bidder’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-14 References

SECTION 1.0 INSTRUCTIONS & GENERAL TERMS/CONDITIONS

1.1 DEFINITIONS

- a) "NMCRA" means the North Miami Community Redevelopment Agency.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the NMCRA, including purchase orders, containing terms and obligations governing the relationship between the NMCRA and the Awarded Respondent.
- c) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- f) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- g) "Solicitation" means this Request for Qualification (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 NMCRA, whether directly or indirectly, on behalf of the Awarded vendor. "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- i) "Sub-Respondents vendors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Awarded vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the NMCRA, whether directly or indirectly, on behalf of the Awarded vendor.

1.2 CITY OVERVIEW

The City of North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of

Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and

recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

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

1.3 INVITATION

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

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Form "A-1"**) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5. PUBLIC ENTITY CRIME/DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Sub-Respondents vendors, or consultants who shall perform work which is intended to benefit the NMCRA, 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 NMCRA. The NMCRA in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and proposed sub-consultants or Subcontractors, are hereby placed on notice that neither the NMCRA, any Evaluation Committee members, employees of the NMCRA or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents, and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process, and the negotiation and award procedures.

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

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the NMCRA, may temporarily or permanently suspend Awarded vendors from doing business with the NMCRA whenever an Awarded vendor materially breaches its Contract with the NMCRA. Any Proposal submitted by a Respondent, its proposed Sub Respondents vendors or sub consultants who are included on the City/NMCRA Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Sub Respondents vendors or sub consultants shall not attempt to do business with the NMCRA under a different name or form a new legal entity in order to do business with the NMCRA while the principals of the Respondent or its proposed Sub Respondents vendors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and

accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the NMCRA. The NMCRA, 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 NMCRA'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 NMCRA to be able to provide answers to submitted questions on a timely basis. The NMCRA 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. 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 NMCRA 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 NMCRA Board for review by the Purchasing Department.

1.10. 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 NMCRA shall govern all aspects of this Solicitation.

1.11. ADDENDA

If any Solicitation revisions become necessary, the City will post written addenda on the City's website at www.northmiamifl.gov and Demand Star at www.demandstar.com or calling toll free (206) 940-0305 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses.

It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star at www.demandstar.com or calling toll free (206) 940-0305 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.12. CANCELLATION OF THE SOLICITATION

The NMCRA 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 NMCRA.

1.13. PROTEST

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

1.14. CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the NMCRA. No contract is binding or official until responses are reviewed and accepted by appointed NMCRA Staff, approved by the appropriate level of authority within the NMCRA and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the NMCRA determines to be fair, competitive and reasonable.

1.15. PROPOSAL COSTS

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

1.16. TAX EXEMPT STATUS

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

1.17. PROPOSAL SUBMITTAL AND OPENING

All Proposals 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 NMCRA assumes no responsibility for responses not properly marked.

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

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

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>

1.18. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third-party following submission of a Proposal to the NMCRA.

1.19. WITHDRAWAL OF RESPONSE

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

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the NMCRA during subsequent Contract negotiation.

Committee's recommendation. The NMCRA Board may accept or reject in whole or part the Committee's recommendation.

1.20. PUBLIC RECORDS AND EXEMPTIONS

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

1.21. 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:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsible; or
- (4) If the Proposal contains any materials irregularities.

Minor irregularities contained in response will 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.

1.22. REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each timely submitted Proposal shall be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which meets the requirements of the Solicitation, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with any of these requirements may result in the Proposal being deemed non-responsive.

1.23. NMCRA BORAD REVIEW AND AWARD

Upon approval by the NMCRA Executive Director, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the NMCRA Board for their review of the

1.24. CITY/NMCRA OPTIONS

The CITY/NMCRA 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 NMCRA Executive Director.

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 NMCRA as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25. CONTRACT AWARD

The NMCRA anticipates the award of several Contracts under this Solicitation. The actual number of Contractors to be awarded shall be determined by the NMCRA in accordance with the best interests of the NMCRA.

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 NMCRA at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26. NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), 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 due date for submission.

1.27. CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City/NMCRA members, City/NMCRA 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 and NMCRA members, the City Clerk's Office and to each City Council member and NMCRA Board members. 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 oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the City Council and NMCRA Board members during any duly noticed public meeting or communications in writing at any time with any City Council member or NMCRA Board members unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28. RESPONDENT'S DISCLOSURE OF SUBRESPONDENTS VENDORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Sub-Respondents vendors or sub consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Sub-Respondents vendors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

1.29. BUSINESS ENTITY / RESPONDENT REGISTRATION

The NMCRA requires companies and individuals who wish to do business with the NMCRA to complete a vendor registration application before doing business with the NMCRA. 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 NMCRA and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30. 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:

- 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.

1.31. EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this RFQ unless the RFQ specifically states where exceptions may not be taken. Should a Respondent take 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/NMCRA 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. The City/NMCRA, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the NMCRA 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 NMCRA is under no obligation to accept any exceptions. If no exception is stated, the NMCRA will assume that the

Respondent will accept all terms and conditions.

1.32. PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.32. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

1.34. MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.35. ATTORNEYS' FEES

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

1.36. 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/NMCRA 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 Awarded vendor, except as fully disclosed and approved by the NMCRA. Awarded vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.37. CONSTRUCTION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the NMCRA.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The North Miami Community Redevelopment Agency (NMCRA) intends to supplement its current pool of qualified, experienced and licensed contractors to provide construction services for the NMCRA's housing rehabilitation and renovation program for homes located within the NMCRA boundaries. The selected pool of contractors will then be invited to bid on specific projects as they become available. The projects shall be carried out in accordance with this Solicitation and all other applicable rules and regulations.

There is **no minimum guaranteed amount of work** to be issued to each contractor selected pursuant to this Solicitation and any continuing participation in this program shall be subject to satisfactory performance for projects issued under this Contract.

2.2 TERM OF CONTRACT

The selected pool of contractors resulting from this Solicitation shall remain in effect for an initial term of three (3) years from award by the NMCRA Board.

2.3 OPTION TO RENEW

The NMCRA reserves the right to renew this Contract in writing and upon the same terms and conditions for two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the NMCRA Executive Director or authorized designee and continued satisfactory performance by each selected Contractor in accordance with the performance of their duties under this contract.

2.4 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference is planned for **Monday, March 7, 2022 at 2:00 p.m.**, to provide an overview of the selection process, the scope of services to be performed under this Contract, and to answer any questions that participants may have. **The conference will be held via the virtual platform Zoom and the details for participating in the conference can be found under Appendix "C" of this Solicitation.**

2.5 METHOD OF SELECTION

The method for being selected to participate in this program can be found under **Section 4.0 – Evaluation /Selection Process** of this Solicitation.

2.6 MINIMUM QUALIFICATION

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

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

2.6.2 Respondent must provide proof of the following licenses and/or certifications as part of their proposal:

a. Copy of General Contractor License.

OR

b. Copy of County Certificate of Competency.

2.6.3 Respondent may also be considered eligible by providing the following license(s) combined with one or more licensed Sub-contractors as follows:

a. Copy of Residential Contractor License

AND

1. Copy of Certified Building Contractor License
2. Copy of Certified Electrical Contractor License
3. Copy of Certified Mechanical Contractor License
4. Copy of Plumbing Contractor License
5. Copy of Underground Utility and Excavation Contractor License
6. Copy of Certified Roofing Contract License

2.6.4 Respondent must also submit a current copy of Miami-Dade County's Business Tax Receipt (BTR) **and, if applicable**, a current copy of North Miami's BTR (only for those businesses located within North Miami).

2.6.4 References: Respondents must provide at least five (5) successfully completed projects for which they have performed similar services within the last five (5) years. If available, such projects should be for public agencies within the State of Florida. **Please use the City's Form A-14 for each of the reference projects (see Table of Content for contract forms).**

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.

2.7 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

The minimum amount of coverage shall be \$1,000,000.00 per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations. Additionally, coverage shall be written preferably on an occurrence form to include contractual liability.

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

The minimum amount of coverage shall be \$500,000.00, covering any auto including non-owned, hired or leased vehicles.

2.7.3 WORKER'S COMPENSATION

Worker's compensation insurance shall meet minimum statutory requirements in compliance with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.00. **If vendor has less than (4) four employees, a certificate of exemption from the State can be provided.**

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami and North Miami Community Redevelopment Agency 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. Contractor shall not permit any subcontractor to begin work until similar minimum insurance covering subcontractor and City has been obtained and approved.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of 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 prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami and the North Miami Community Redevelopment Agency as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City of North Miami and the North Miami Community Redevelopment Agency 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 of North Miami and the North Miami Community Redevelopment Agency or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors

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

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of North Miami and the North Miami Community Redevelopment Agency or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than seven (7) days after notice of award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami and the North Miami Community Redevelopment Agency as additional insured.

2.8 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:

- a. 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;
- b. 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;
- c. 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 NMCRA 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/NMCRA.

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

2.9 FAILURE TO PERFORM

If in the opinion of the NMCRA's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then NMCRA's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the NMCRA's representative is of the opinion that the Work is being unnecessarily delayed and will not be finished within the prescribed time, then the NMCRA's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop all Work and cease to have any rights to the possession on the Worksite and shall forfeit the Contract.

The NMCRA may thereupon look to complete the Work or re-advertise for Bids and let a Contract for the uncompleted Work in the same manner, and charge the cost thereof to the

original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.10 METHOD OF PAYMENT

Please see **Appendix “B”** Contractor Requirements Policy Guide.

2.11 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the NMCRA Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenant in the vicinity of a Worksite, remain open to the public whenever and wherever possible.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the NMCRA.

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

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

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term “property” shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

2.12 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project Manager.

2.13 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the NMCRA by the Respondent are found to be defective or do not conform to specifications:

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

2.13.2 The NMCRA may require the Respondent to replace the materials at the Respondent's expense.

2.14 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.14.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the NMCRA. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the NMCRA at the time of the defect. Any payment by the NMCRA on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.14.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the NMCRA, within 7 calendar days after the NMCRA notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the NMCRA Executive Director may;

(a) Place Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for Work or materials; either through a credit memorandum or through invoicing.

2.15 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

In addition to all other guarantees, the Respondent shall be responsible for faulty labor and defective material and equipment for a period of one (1) year from the date of each project completion. Moreover, the Respondent shall promptly correct any deficiency, without cost to the City, within thirty (30) calendar days after the City notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.16 INSPECTION BY THE CITY/NMCRA

The Respondent is required to conduct on-site inspections at times which are mutually convenient to the Respondent and the City's officials, and shall be performed during and prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Respondent shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.17 ACCEPTANCE OF PRODUCT BY THE CITY/NMCRA

The product(s) to be provided hereunder shall be delivered to the NMCRA, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Respondent-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Respondent expense, to the Respondent. At the NMCRA own option, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the NMCRA under this clause.

2.18 NOTICE TO PROCEED

The Respondent shall not commence any Work nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received by the respondent from an authorized City/CRA representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Solicitation and resulting Contract.

2.19 WORK ACCEPTANCE

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

2.20 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.21 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the NMCRA project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the NMCRA may, at its discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the NMCRA within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the NMCRA shall place the Respondent in default.

2.22 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the NMCRA Project Manager.

2.23 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for

this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the NMCRA or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.24 HOURS OF WORK

Contractor will perform Work Monday through Friday, excluding NMCRA holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is given by the NMCRA.

2.25 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their subcontractors (**see Form A-6**).

2.26 CLARIFICATIONS AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

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

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES

3.1 SCOPE OF WORK

This solicitation intends to select a Pool of Pre-Qualified Contractors to bid on Housing rehabilitation and renovation construction projects to be administered by the NMCRA.

This is for informational purposes only and does not guarantee any projects will be assigned as the result of this solicitation.

The work required for any particular Housing rehabilitation or new construction projects may include, but is not limited to, the following:

- Septic to sewer, landscaping/bioswale for flood mitigation
- Correcting municipal code violations
- Abating any health and safety problems
- Providing safe electrical and mechanical systems
- Stopping the intrusion of weather
- Improving energy efficiency
- Improving the general condition
- Providing architectural drawings of new homes
- New construction or reconstruction of homes to meet current codes
- Enhancements that will make a property accessible to those with disabilities
- Hurricane: impact windows and roof

The work required by a Contractor for any particular project may include, but are not limited to, the following:

- Landscaping/Bioswale for flood mitigation
- Complete repairs per specifications and requirements provided by the NMCRA
- Submit permits (and drawings) for new construction or repairs as required
- Abide by and adhere to all conditions and requirements of the NMCRA
- Complete all projects in accordance with the project schedule and within budget
- Maintain fiscal responsibility and effectively follow sound financial business practices throughout the term of the contract.
- Establish and maintain professional and courteous relationships with city staff and property owners
- Contractor Requirements Policy Guide (see **Appendix “B”**)

The executed contract authorizing the work will be between the Contractors and the homeowner. Contractor shall exercise the same degree of care, skill, diligence, and professionalism in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the NMCRA or property owner, correct any deficiency which fails to satisfy the aforementioned standard of care.

END OF SECTION

SECTION 4.0 EVALUATION & SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the requirements outlined in this 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. 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 NMCRA.

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 NMCRA of all information in the proposal. Neither the NMCRA 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.

4.2 MINIMUM QUALIFICATION

To be considered eligible for this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide the professional services in their discipline, as required by the City/NMCRA. Any proposer that fails to meet all of the minimum criteria shall be noted as “non-responsive” and their Proposal will not be considered eligible.

See Section 2.6 of this Solicitation for a full description of the minimum requirements which a Respondent must possess and submit applicable documentation in order to be considered eligible for this Contract.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in 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 pursuant to the criteria outlined under Section 5.0. The Committee may choose to recommend the highest ranked Respondent(s) for award by the NMCRA Board, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

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

4.3.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of “0” to “100” per each Committee member with the maximum number of points available for each category as noted in the table below. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest-ranking Respondent will be determined by the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications of the Firm – <i>Section 5.1 (4)</i>	30
2	Qualifications and Experience of the Project Manager/Project Team – <i>Section 5.1 (5)</i>	30
3	MWBE / SBE / DBE Participation – <i>Section 5.1 (6)</i>	20
4	Proposed Approach and Methodology – <i>Section 5.1 (7)</i>	10
5	References – <i>Section 5.1 (8)</i>	10
TOTAL		100

The NMCRA reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the NMCRA.

4.3.3 COMMITTEE INTERVIEWS

Respondents may be invited 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 presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City/NMCRA will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City/NMCRA is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City/NMCRA is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Purchasing Department, in writing at purchasing@northmiamifl.gov. The City Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City/NMCRA may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

5.1 INSTRUCTION TO RESPONDENTS

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as “ORIGINAL”).
- Six (6) duplicate copies.
- One (1) USB Drive (must be clearly labeled with Company Name, Bid No., Title & Professional Category).

Proposals shall be submitted in sufficient detail to permit the City 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. Proposal Cover Page

Please use the Cover Page & Contact Person information form attached hereto under **Section 6.0** of this solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

2. Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this solicitation.

3. Business Structure

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

4. Qualification of the Firm – 30 Points

Indicate the firm’s experience in providing the type of services requested under this Solicitation. Licenses and any other pertinent documentation shall be submitted under this section and in accordance with the requirements listed under **Section 2.6**.

Provide a list of projects similar in scope, size and complexity to the work requested by this Solicitation performed by the Respondent and or by its team members within the last five (5) years to include the following.

- Client name, address, and phone number for client’s representative
- Description of work & services
- Name team members associated with this project

- Year the project was completed
- Total cost of the project.

5. Qualifications and Experience of the Project Manager/Project Team – 30 Points

Provide a summary of the experience and qualifications of the individual(s) who will serve as project manager, as well as other team members including, but not limited to, any sub-contractors included in the Respondent’s proposal. Include copies of all licenses and certifications, if any for each of these individual(s).

6. Minority Woman Owned Business Enterprise (MWBE)/ Small Business Enterprise (SBE)/ Disadvantaged Business Enterprise (DBE) Participation – 20 Points

Please indicate whether the Respondent and/or any of its listed sub-contractors are a certified MWBE, SBE or DBE, and include documentation evidencing current certification.

7. Proposed Approach and Methodology – 10 Points

Provide the following:

- a) An explanation of why the Proposer is best qualified to perform the services and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFQ.
- b) Describe the proposer’s approach on how the firm intends to accomplish or achieve the scope of work under this Solicitation.
- c) Describe your firm’s understanding of the scope of work and your firm’s strengths in executing these project types.

8. References – 10 Points

Respondent must provide at least five (5) successfully completed verifiable projects for which it has provided similar services within the last five (5) years. If available, such projects should be for public agencies within the State of Florida. **Please use the City’s Form A-14 for each of the reference projects (see Table of Content for contract forms).**

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.

9. Insurance Requirements

Respondents must submit with their proposal either proof of insurance meeting or exceeding the required coverage or a letter of intent to provide the necessary insurance coverage upon award of this Contract.

10. Solicitation Forms

All Contract forms must be completed (with all blanks filled in), executed and properly notarized (if applicable). 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 Addendum to Proposal Documents
Form A-6 Bidder's Disclosure of Sub-Contractors & Suppliers *(if applicable)*
Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*
Form A-14 References

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

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

These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to "Form A-5 Addendum to Proposal Documents", 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>

FAILURE TO SUBMIT ANY OF THE ABOVE REQUIRED DOCUMENTS MAY DEEM THE RESPONDENT TO BE NON-RESPONSIVE.

END OF SECTION



SECTION 6.0

COVER PAGE



COVER PAGE

**PRE-QUALIFIED LIST OF CONTRACTORS FOR THE
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA)
HOUSING REHABILITATION CONSTRUCTION PROGRAM
RFQ No: 16-21-22**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City/NMCRA may contact for any questions or provide any correspondence related to this Solicitation.



1. 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.
2. By submitting a proposal, the Respondent certifies that the Respondent has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, 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.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



SECTION 7.0

MINIMUM REQUIREMENTS & BID SUBMITTAL CHECKLISTS



MINIMUM REQUIREMENTS

**PRE-QUALIFIED LIST OF CONTRACTORS
FOR THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA)
HOUSING REHABILITATION CONSTRUCTION PROGRAM
RFQ 16-21-22**

#	Description	Check List
1.	The Respondent shall be licensed to do business in the State of Florida.	Attach Copy of Active Sunbiz.org Registration <input type="checkbox"/>
2.	Respondent must provide proof of the following licenses and/or certifications as part of their proposal: a. Copy of General Contractor License. <u>OR</u> b. Copy of County Certificate of Competency.	Attach Copy of Active License(s) <input type="checkbox"/> <input type="checkbox"/>
3.	Respondent may also be considered eligible by providing the following license(s) combined with one or more licensed Sub-contractors as follows: 1. Copy of Residential Contractor License <u>AND</u> 1. Copy of Certified Building Contractor License 2. Copy of Certified Electrical Contractor License 3. Copy of Certified Mechanical Contractor License 4. Copy of Plumbing Contractor License 5. Copy of Underground Utility and Excavation Contractor License 6. Copy of Certified Roofing Contract License	Attach Copy of Active License(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.	1. Miami-Dade County Business Tax Receipt (BTR) <u>AND</u> 2. North Miami Business Tax Receipt (If Applicable)	<input type="checkbox"/> <input type="checkbox"/>
5.	Respondent must provide at least five (5) successfully completed verifiable projects for which it has provided similar services within the last five (5) years. If available, such projects should be for public agencies within the State of Florida.	Attach Copy of City Contract Form A-14 <input type="checkbox"/>



PROPOSAL SUBMITTAL CHECKLIST

**PRE-QUALIFIED LIST OF CONTRACTORS
FOR THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA)
HOUSING REHABILITATION CONSTRUCTION PROGRAM**

RFQ No: 16-21-22

This checklist is provided for Respondent's convenience only and provides a summary of the documents to be submitted in response to this Solicitation. Any proposal received without one or more of these documents **may** be rejected as being non-responsive. Please be advised that this checklist may not reflect a complete list of all required documents contained in this Solicitation. The ultimate responsibility to submit all required documents rests solely on each and every Respondent.

Company Name: _____

Each item listed below should immediately follow this checklist, in said order:

Tab/Page No.	Section One: Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet/Signature Page	
	Appendix B: Submittal Checklist	
Tab/Page No.	Section Two: Narrative Description	OFFICE USE ONLY
	Proposal Letter	
	State of Florida active Sunbiz report	
	Current Licenses and/or Certifications	
	MWBE / DBE / SBE Certifications <i>(if applicable)</i>	
Tab/Page No.	Section Three: City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Addendum to Proposal Documents	
	A-6 Disclosure of Sub-contractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted. <https://www.northmiamifl.gov/217/Contract-Forms>



APPENDIX "A"
CONE OF SILENCE

CONE OF SILENCE NOTIFICATION
PRE-QUALIFIED LIST OF CONTRACTORS
FOR THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA)
HOUSING REHABILITATION CONSTRUCTION PROGRAM
RFQ No. 16-21-22

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, IFB or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the Mayor and his or her staff;

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

(5) Any communication regarding a particular RFP, IFB or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council, NMCRA Board members 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, IFB 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, IFB and IFB after the advertisement of said RFP, IFB 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, NMCRA Board members 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, IFB 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 NMCRA Board during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the NMCRA Board unless specifically prohibited by the applicable RFP, IFB 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.



NORTH MIAMI CRA
COMMUNITY REDEVELOPMENT AGENCY

APPENDIX “B”
CONTRACTOR REQUIREMENTS
POLICY GUIDE

I. INTRODUCTION

The North Miami Community Redevelopment Agency (NMCRA) appropriates CRA fund to provide decent, safe, and affordable housing, a suitable living environment and expanded economic opportunities for persons of low, moderate and middle-income. This fund is administered by the Community Redevelopment Agency which maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs.

A. CERTIFIED RENOVATOR REQUIREMENT

The EPA requires any residential Contractor that disturbs 6 square feet or more of any interior painted surface or 20 square feet or more of any exterior painted surface to become a "Certified Renovator." To become certified, a training course certified by the EPA must be completed by the Contractor and a certificate of completed submitted as part of the application process.

B. SELECTION PROCESS

To be selected as an eligible North Miami Community Redevelopment Agency (NMCRA), all contractors must submit the following information documents to the City for review and approval.

1. Respondent must provide proof of the following licenses and/or certifications as part of their proposal:
 - a. Copy of General Contractor License.
OR
 - b. Copy of County Certificate of Competency.
2. Respondent may also be considered eligible by providing the following license(s) combined with one or more licensed Sub-contractors as follows:
 - a. Copy of Residential Contractor License
AND
 1. Copy of Certified Building Contractor License
 2. Copy of Certified Electrical Contractor License
 3. Copy of Certified Mechanical Contractor License
 4. Copy of Plumbing Contractor License
 5. Copy of Underground Utility and Excavation Contractor License
 6. Copy of Certified Roofing Contract License
3. Respondent must also submit a current copy of Miami-Dade County's Business Tax Receipt (BTR) and, if applicable, a current copy of North Miami's BTR (only for those businesses located within North Miami).
4. Workman's Compensation with coverage of up to \$500,000
Liability Insurance with coverage of up to \$100,000,000

Once a contractor has been pre-qualified, they will be placed on the NMCRA Approved Contractors List.

The following pages explain how to participate.

NMCRA contractors must familiarize themselves and conform to the requirements contained in this Policy Book, as well as any further requirements associated with individual jobs.

Questions should be directed to the Procurement Department.

II. BID PROCESS

A. INVITATION TO BID

The Contractor is sent an Invitation to Bid by email for any upcoming projects. This email includes the date, time and location of the mandatory contractor walk-through meeting for each project. Bid documents detailing the property location, property owner's name, scope of work, bid response date and bid opening date are distributed at the walk-through.

B. MANDATORY WALK-THROUGH MEETING

The purpose of the mandatory Contractor walk-through is to view the property, ask questions and discuss project details with the property owner(s) and NMCRA Inspector related to the scope of work in the bid documents. Changes, additions, deletions, and refinement of work details or the scope may be made during this walk-through. This is the first opportunity for the contractor to view and inspect the property

The walk-through will start promptly at the time specified. Contractors who arrive late will not be eligible to bid. Contractors may not begin to inspect the home or construction site before the NMCRA Inspector arrives and the walk-through officially starts. Contractors are required to sign in the official attendance sheet. Contractors who do not sign the official attendance sheet will not be eligible to bid on that project.

Changes to bid specifications will be reviewed at the end of the walk-through to ensure that all contractors are aware of any changes discussed during the walk-through. If changes are made to the original bid specifications, contractors be required to pick-up revised bid documents prior to the bid opening date. Contractors must use the bid work write-up form provided in the bid documents to submit the bid. Once the work is awarded, no changes may be made to the work write-up except in the event of unforeseen circumstances as determined by the NMCRA Division, or unless a change in the scope of work is required by the City's building department. Failure to bid according to the final bid specifications may be just cause for disqualification of the Contractor's bid.

C. BID PROPOSAL

The NMCRA Inspector shall list on the bid sheet, in detail, all specifications of materials to be used and the scope of work to be performed. Specifications are required, but not limited to: plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, garage doors, garage openers, insulation, ceramic tile, cabinets, counter tops, appliances, mirrors, etc. This will ensure that Contractors are bidding based on the use of similar or like materials and scope of work. In cases where a property owner is involved, it also eliminates any misconceptions between the parties as to what they should /should-not expect from the contractor.

In the proposal, the contractor agrees that he/she has prepared the contract proposal and that the contents are consistent and accurate as to the name of the Contractor, scope of work, and the price of the contract. The Contractor also acknowledges the performance requirement established in the work write-up and any eventual contract, and warrants that all work undertaken will conform to said specifications.

D. BID SUBMITTAL

The Contractor's bid must be submitted on the official Scope of Work form provided in the bid documents. The Contractor shall provide line item prices for each item specified on the Scope of Work.

All prices on the scope of work must be written in ink. Signatures must also be in ink. If a mistake is made on the bid, the change must be initialed by the proposer prior to submitting the bid. It is the Contractor's responsibility to remain informed regarding permit fees, material

costs and other requirements that might increase the cost of the work. Once a bid is submitted, the Contractor is bound to the price that is stated on the submitted proposal. If the Contractor submitted a bid amount with an error and cannot perform the work for the price submitted, the contractor must submit a letter to the NMCRA stating the error and requesting rejection of his bid.

For model or materials not specified, prices should match existing in quality and style. If a specific model is specified, the Contractor will be expected to install that model or product number or equal. All questions related to job specifications must be submitted prior to final question submittal deadline to the NMCRA Division in writing or via email.

All bids must be submitted on the official bid submittal form in a sealed envelope. The bid number, contractor name and the property owner's name and address must be clearly written on the front of the sealed envelope. Completed bids must be delivered to the City Clerk's Office 776 NE 125th Street North Miami, FL 33161 on or before the scheduled bid date and specified time, when bids are submitted they are date and time stamped. Late bid responses will not be accepted.

E. CONTRACT AWARD

The City of North Miami will review the bids to ensure that all mandatory work is included; that it conforms to program specifications and that the cost is reasonable for the project. In cases where property owners are involved, the property owner may also participate in the selection process. Estimates that are unresponsive, unreasonable, and inaccurate, contain incorrect totals, are unsigned, or submitted in pencil may be rejected at the option of the City of North Miami.

The following criteria will be used to determine the winning bid:

1. The bid falls within the lower 10% of all responsible and responsive bids. The lowest of those will be selected. No more than two (2) simultaneous projects will be awarded to a contractor. The City reserves the right to base additional awards on demonstrated company capability on a case-by-case basis.
2. Contractors that are late on completing a project will not be eligible to receive an additional case award.
3. All required paperwork and licenses must be up to date in order for a contractor to secure a winning bid.

Contractors are not authorized to begin construction until they receive a Notice to Proceed from the NMCRA and the required permits are issued by the City of North Miami Building Department. Application for building permits must be made within ten days of the date the Notice to Proceed is issued.

Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the NMCRA. Contractors who experience delays on two (2) successive projects will be removed from the bidder's list, unless the delays are caused by factors beyond the Contractor's control, as determined solely by the NMCRA. Delays may be grounds for suspension and or termination of individual contracts.

A. EMERGENCY CONTRACTS

Emergency Contracts are awarded to complete work on a project previously awarded housing contract that has not been completed as required by the original contractor, or for emergency repair to correct a life-threatening situation in a home, or as otherwise determined necessary

by the NMCRA Manager. In the event that a previously awarded contract is not completed by the original contractor, the project completion will be offered to the next successful bidder, assuming there have been no changes in project requirements. When deemed an emergency to correct a life-threatening situation, a contract may be awarded without going through the formal bid process.

The following criteria will be used in selecting the Contractor for an emergency contract:

1. Remains in good standing;
2. Demonstrated ability to perform the work timely;
3. Previous work on city funded projects completed per required specifications and on time
4. Availability to respond quickly;
5. Alphabetical rotation if more than one Contractor meets the above criteria;
6. Submission of a fixed price contract for work to be completed; and
7. Ability to complete the work within the specified time.
8. Price to complete work.

III. PAYMENT AND CONTRACT PERFORMANCE

A. DRAW SCHEDULE

Payments for, New Construction or Rehabilitation projects will be made through a maximum of two draws according to the schedule below. Payments will be based on the amount of work completed as required in the work write-up and included on the contractor payment request form. Once received, the NMCRA will review and process the request to ensure that it meets the required draw schedule. Once reviewed, the NMCRA Inspector will schedule an inspection to review completed work. Payments will then either be processed, or returned to contractor for revision based on the inspection. Please note that all inspections required by the Building Department must be completed and approved before each draw inspection. The final draw will be held until any "punch list" items have been completed to the satisfaction of the NMCRA inspector and the owner.

The draw schedule is:

First Draw:	25%
Second Draw:	25%
Third Draw:	25%
Final Draw:	25%

B. CONTRACTOR PAYMENTS

Payments to the Contractor will be made by NMCRA whether the property is owned by the City or on behalf of the resident property owner, as applicable, in accordance with the Draw Schedule outlined in Section III A above. The Contractor is required to complete and submit the Contractor Payment Request Packet to the NMCRA. Once the completed packet is submitted to the NMCRA, the Inspector will obtain the owner's dated signature on the Payment Request. The Contractor's Payment Request Packet is provided by the NMCRA and the packet consists of the following documents:

- a. Contractor's Invoice
- b. Release of Liens
- c. Contractor's Payment Request
- d. Homeowner(s) Payment Authorization
- e. Subcontractor's List
- f. Contractor's Payment Request Worksheet
- g. Certification of Completion
- h. Survey for Homeowner(s) to complete
- i. Notice of Commencement (NOC) and Notice of Termination (NOT)

Payment Packets must be typed, packets not typed will not be accepted.

Lien Waivers will be signed by the Contractor before the any payment is released. All required City of North Miami inspections must be made before a payment is released. This includes, but is not limited to, required Building Department inspections as well as an inspection by the NMCRA Inspector.

The Final Draw will be held until the following items have been completed:

1. All required inspections have been completed and passed by the Building Department.
2. A Final Inspection or C/O has been issued by the Building Department.
3. A Final Inspection has been completed by the NMCRA Inspector.
4. A Final Release of Lien has been signed by the Contractor.
5. All warranty information and product approval has been provided to the City.
6. The construction site is broom clean.
7. All Final Releases of Lien have been received from subcontractors.
8. Notice of Termination

***Contractor payments can take up to 45 days to be issued.**

C. PAYMENT REDUCTION

In accordance with its project contracts, the NMCRA reserves the right to decline payment or reduce the amount of a draw to such an amount as is necessary to protect the Owner from loss or to recover the cost incurred to correct or complete the specified work for reasons including, but not limited to:

1. Defective work not corrected,
2. Third-party claims filed or with reasonable evidence indicating probable filing of such claims,
3. Failure of the Contractor to make proper payments to sub-Contractors, laborers or material suppliers, and
4. The amount of work completed is not enough to constitute a draw.

D. CHANGE ORDERS

The Contractor agrees that no alteration of materials or labor described in the original work order shall take place unless in writing and mutually agreed upon by the Property owner, Contractor and NMCRA Inspector. All changes must be submitted on the Change Order Form, which is provided by the NMCRA. The form must be signed and dated by the Property owner (if applicable), Contractor, /NMCRA Inspector and Manager. Along with the change order form, the contractor must submit a detailed description of the additional work needed and an itemized pricing to support the change order request. Any such changes are subject

to the terms of the contract. Contractors must provide before and after pictures of the work associated with change order requests. Change orders are reviewed and approved by the Manager and will only be considered in the case of circumstances unforeseen at the time of the walk-through or for additional work required by the City Building Department. Change orders require at least one week to process. The City reserves the right to deny any change order request.

E. SUSPENSIONS AND DISQUALIFICATIONS:

Contractors may be suspended or disqualified for any of the following reasons:

1. Self-imposed: A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship.
2. Lack of Participation: A Contractor that does not participate or respond to any invitation to bid within a twelve-month cycle will be placed on Inactive Status and will no longer be sent bid information. Inactive contractors must reapply and be accepted in order to begin receiving bids again.
3. Insurance Violations: If at any time a Contractor fails to have required insurance, he/she will be automatically suspended until proof of insurance is provided. The Contractor must have insurance at all times. Changes in coverage must be reported in writing to the NMCRA and the Building Department within five (5) working days of such said change, including renewals.
4. Business License Violations: Any Contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified. All license renewals must be current and a copy provided to the Department.
5. Failure to Honor Warranties: Any Contractor who fails to honor a warranty from a previous contract will be barred from future bidding for one year and must reimburse the City of North Miami for the cost of any work performed by another to correct the warranty work.
6. Default: If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in NMCRA programs.
7. Willful Misconduct: Willful misconduct by Contractor, employees, or sub-Contractors while engaged in a project will not be tolerated. The Contractor may be disqualified from the program for behavior such as, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication, and illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.
8. Contractor Negligence: Failure to adhere to building codes, construction industry standards, contract specifications, and material requirements.
9. Payment Delinquency: Failure to pay sub-Contractors or material suppliers.
10. Kickbacks/Price Fixing: Accepting kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates.
11. Brokering of work: Brokering work to another licensed or unlicensed Contractor. Anyone caught brokering work, or receiving a brokered contract will be immediately suspended and possibly be disqualified indefinitely from participating in any work program through the City of North Miami.

F. LIEN WAIVERS

The Contractor shall protect, defend, and indemnify the NMCRA and the Property owner (if applicable) from all claims of unpaid work, labor or materials. The Contractor must sign a Release of Lien prior to receiving any payments. This will be required of the Contractor at every draw request; no exceptions will be made. It is the Contractor's responsibility to obtain Release of Liens from its sub-Contractors, material suppliers, and any other affiliates associated with said project.

G. INSPECTIONS

The NMCRA reserves the right to inspect all work performed by the Contractor. The NMCRA Inspector will conduct regular property/site visits throughout the duration of the project. A scheduled inspection is required prior to receiving any payments. The NMCRA Inspector will schedule an inspection after receiving and reviewing the request for payment. No payment will be processed without completing a successful inspection with the NMCRA Inspector.

IV. PROJECT RESPONSIBILITIES

A. RESPONSIBILITY

NMCRA staff prepares bid packages, awards bids, inspects construction and makes payments.

B. CONSTRUCTION AGREEMENT

The rehabilitation process will be culminated by a contractual agreement between the homeowner, the contractor and the NMCRA. The NMCRA will issue the Notice to Proceed and monitor compliance to the contract until completion.

C. CONTRACT SIGNATURES

Only the property owner(s), the Contractor or an authorized representative for the Contractor License holder, or the Financially Responsible Officer (FRO) of the Contractor or corporate officer duly authorized by resolution may sign contract documents.

D. ACCESS TO PROPERTY

All parties involved in the construction process shall have access to said property during normal business hours. If the home is owner occupied during construction, a time of operation will be established between the Property owner and the Contractor.

E. UTILITIES

When existing utilities are available, the Property owner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted in the bid specification. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction. When existing utilities are not available, it is the Contractor's responsibility to establish and pay for utilities as part of the contract.

F. EQUIPMENT STORAGE

Contractors and sub-contractors are solely responsible for the security of their equipment, tools and materials on the construction site. The Property owner, The NMCRA, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract.

G. PERSONAL PROPERTY

When applicable, personal property belonging to the Property owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Property owner and City/County for any damages created by the Contractor or his/her/its affiliates during construction. The contractor will be responsible to replace or pay for damages to the owner's personal belongings or personal property caused by negligence of the contractors or subcontractors.

H. PROPERTY DAMAGE

The Contractor will be held liable for all property damage caused by his/her employees, equipment, tools, sub-Contractors, material suppliers, or any other affiliates contacted by the Contractor to do business on the construction site. The Contractor shall make every effort available to avoid damage to the Property owner's property at all times. Any damage sustained to the property or its contents must be reported immediately to the Property owner and the NMCRA.

I. PERMITS AND IMPACT FEES

The Contractor will secure, at his/her own expense, all necessary permits, impact fees, notice of commencement, etc., required to perform the work as described in the contract. No work shall commence without the required permits and Contractor must ensure that his/her/its subcontractors do the same.

J. WARRANTIES

The Contractor agrees to honor all warranties and product approvals.

K. DISPUTES

All unsettled claims or disputes between the Property owners and the Contractor arising out of or related to the work shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement, and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party may be entitled to recover all costs, including reasonable attorney's fees.

V. CONTRACTOR QUALITY STANDARDS

A. INSURANCE

The Contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by state law and the Building Department as well as adequate auto insurance. Any changes in insurance coverage, including renewals must be provided in writing within five working days to the NMCRA. It is understood that any sub-Contractors hired or working with the Contractor must have adequate insurance coverage for liability and workers compensation. The Contractor must provide a Certificate of Insurance to the NMCRA with the City of North Miami listed as additional insured. The contractor will be required to purchase builders risk insurance for all projects. Failure to purchase risk insurance shall not relieve the contractor of the responsible of replacing and damaged or stolen items from the job site.

B. COORDINATION OF WORK

The Contractor is responsible for the coordination of all work described in the contract. He/she agrees to schedule all work in the proper order for the operation of all trades, material, and workers engaged in the contract. It is agreed that no exterior work, such as re-roofing, will be performed during adverse weather conditions that would cause damage to the Property owner's property.

During a federally declared emergency such as a hurricane or other natural disaster the contractor shall be responsible to secure all work being performed on the property and take all necessary precautions to secure the site and provide safety to the property owner and the contents of the project.

C. CODES

The Contractor will comply with all building and code regulations and ordinances required by the Building Department. The work must meet applicable building and code regulations and ordinances. It is the Contractor's responsibility to stay informed of all changes to the building code and City of North Miami ordinances. The City shall not pay for contractors' failure to comply with current changes to the code.

D. LICENSES

Contractors must possess a valid **State General Contractor's License** or **County Certificate of Competency** and Qualified Business License or Business Tax Receipt. In addition, contractors must have general liability and workers compensation and/or exemption. A current copy of the Contractor's license must be on file with the NMCRA and the Building Department. Any changes, including renewals, must be submitted within five (5) working days of such said change. Any violations or discipline against the Contractor must be reported in writing to the NMCRA within five (5) working days. In addition to these license requirements, contractors should have a valid driver's license.

E. MATERIAL QUALITY

The Contractor must furnish all materials necessary to complete the contract. All materials used and installed must be new and of quality specified in the work write up. Any materials used other than what is in the work write up must be approved by the NMCRA Inspector or Manager in writing before installation. All materials used by the Contractor are subject to inspection.

F. LABOR QUALITY

All labor furnished by the Contractor or sub-Contractor must be executed by a skilled, trained professional. Tradesmen, when required by county or state law, shall be licensed. All work performed by the Contractor and his/her associates will be inspected by the NMCRA Inspector and is expected to conform to the contract, building codes and professional work ethics.

G. SAFETY

The Contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during the course of work, as well as tools and equipment when applicable, to insure safety for the workers and Property owner, if applicable. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.

H. CLEAN-UP

The Contractor agrees to keep the construction site cleared of trash and construction debris by cleaning the site on a daily basis. Contractor will provide a dumpster or other approved receptacle at their cost.

VI. COMPLETION DEADLINE

The Contractor is required to complete all work within the time allowed as described in the contract agreement. Extensions may be granted to the Contractor for circumstances beyond his/her control such as weather delays, natural or national emergencies, personal hardships, etc. If the work is not completed on time, the Contractor will be removed from the Approved

Contractors List and disqualified from future bidding. The NMCRA will determine any discipline against the Contractor on a case by case basis. Contractors that experience delays due to increment weather, natural disasters or factors outside their control must request an extension of time in writing, with supporting documentation that must be approved by the NMCRA Inspector and the Manager.

L. HOLD HARMLESS

The Contractor shall agree to defend, indemnify, and hold harmless the Owner and the NMCRA from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the Contractor's performance under this agreement to install or construct home improvements that are to be paid for out of the proceeds of the Owner's rehabilitation/construction loan. The Contractor is acting in the capacity of an independent Contractor with respect to the Property owner.

M. REGULATIONS

Contractors must comply with all state and local statutes, regulations, ordinances and policies for all projects. Federally funded projects require compliance with the Davis-Bacon Act and all other applicable laws and regulations. Contractors, who have been debarred from working in federally funded projects, cannot participate in this program.

Any changes or deviations in the specifications by the Contractor must be submitted in writing and approved by the North Miami Community Redevelopment Agency, before such changes are made. If you have any questions, please call (305) 893-6511.

The North Miami Community Redevelopment Agency reserves the right to amend the Contractors Policy Book at any time. Revisions will be provided to all Contractors on the Approved Bidders List.



NORTH MIAMI CRA
COMMUNITY REDEVELOPMENT AGENCY

APPENDIX “C”
PRE-PROPOSAL CONFERENCE MEETING DETAILS



**PRE-PROPOSAL CONFERENCE VIRTUAL MEETING SCHEDULE
AND ACCESS INFORMATION**

**PRE-QUALIFIED LIST OF CONTRACTORS FOR THE
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (NMCRA)
HOUSING REHABILITATION CONSTRUCTION PROGRAM**

RFQ No: 16-21-22

Purchasing Department is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference - RFQ 16-21-22 Pre-Qualified List of Contractors for the NMCRA Housing Rehabilitation Program

Time: **March 7, 2022 at 02:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://northmiami.zoom.us/j/87413832958?pwd=T1h6Tmt6U3YxSlizWk5FUjNHcDJRQT09>

Meeting ID: **874 1383 2958**

Passcode: **192358**

One tap mobile

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+13017158592,,87413832958#,,,,*192358# US (Washington DC)

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+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Find your local number: <https://northmiami.zoom.us/u/kbj06SjnHG>