



## REQUEST FOR QUALIFICATIONS

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### CONTINUING ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES (CCNA)

**RFQ No. 08-17-18**

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**DATE OF ADVERTISEMENT**

MONDAY, DECEMBER 4, 2017

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

WEDNESDAY, DECEMBER 20, 2017 AT 3:30PM (LOCAL TIME)

**PROPOSAL SUBMITTAL DEADLINE**

THURSDAY, JANUARY 18, 2017 AT 3:30PM (LOCAL TIME)

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

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**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FLORIDA 33161-4116**

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

Copies of this Solicitation document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and request Document No. 08-17-18

Contact Person: Heylicken Espinoza, Purchasing Agent  
Email: [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the "City", is requesting submittal of qualifications from experienced and qualified firms who are licensed in the State of Florida to provide professional firms on as-needed when-needed basis in accordance with Florida Statute 287.055 "Consultants' Competitive Negotiation Act"

***Eligible firms may apply for one or more of the categories listed under this Solicitation, but MAY NOT apply for more than one estimated project cost threshold within each category.***

Please submit one (1) original Proposal, five (5) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

**Please clearly mark Proposals as follows:**

**"IMPORTANT - SOLICITATION ENCLOSED"**  
**Continuing Architectural and Engineering Consulting Services (CCNA)**  
**RFQ No. 08-17-18**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Monday, December 4, 2017	
Last Date for Receipt of Written Questions:	Wednesday, December 20, 2017	3:30pm
Submittal Deadline:	Thursday, January 18, 2017	3:30pm
Evaluation Committee Interviews:	TBD	
City Council Approval Date:	TBD	

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

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

[http://northmiamifl.gov/departments/Purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx)

**CONE OF SILENCE**

Please be advised that this Solicitation is issued subject to the City's Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City's Code of Ordinances prohibiting certain types of communication, as further described in Section 6.0 of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade  
Purchasing Director

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### **Attachment “A” – Form 330**

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

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

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

## **SECTION 1.0**

### **INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS**

#### **1.1 DEFINITIONS**

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

#### **1.2 CITY OVERVIEW**

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

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

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

#### **1.3 INVITATION**

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

#### **1.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

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

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

#### **1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST**

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

#### **1.6. LOBBYING**

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

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

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

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

#### **1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES**

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

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

### **1.9. ORAL REPRESENTATION**

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

### **1.10. ADDENDA**

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

### **1.11. CANCELLATION OF THE SOLICITATION**

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

### **1.12. PROTEST**

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

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

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

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

### **1.13. CONTRACT**

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

### **1.14. PROPOSAL COST**

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

### **1.15. TAX EXEMPT STATUS**

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

### **1.16. SUBMITTAL AND OPENING OF PROPOSALS**

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



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

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

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

#### **1.17. ASSIGNMENT OF RESPONSE**

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

#### **1.18. WITHDRAWAL OF RESPONSE**

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

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

#### **1.19. PUBLIC RECORDS AND EXEMPTIONS**

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

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

#### **1.20. REJECTION OF RESPONSES**

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

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

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

#### **1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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



### **1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

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

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

### **1.23. CITY MANAGER'S REVIEW**

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

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

### **1.24 CITY COUNCIL REVIEW**

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

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

### **1.25 CONTRACT AWARD**

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

### **1.26 PRICE PROPOSAL FORM**

Not Applicable

### **1.27 NON-RESPONSIVE PROPOSALS**

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

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

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

### **1.28 CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation **(see Section 6.0)**.

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

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

### **1.29 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

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

### **1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at [www.northmiamifl.gov](http://www.northmiamifl.gov).

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

### **1.31 EXCEPTION TO THE RFQ**

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

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

### **1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

### **1.33 LOCAL VENDOR PREFERENCE**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any **two** of the following objective criteria (see Form A-3).

A local business shall be defined as:

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

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

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

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

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

### **1.34 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar

with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

### **1.35 MODIFICATION OF PROPOSAL**

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

### **1.36 TRUTH IN NEGOTIATION STATEMENT**

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

### **1.37 LATE SUBMITTALS**

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

### **1.38 ATTORNEYS' FEES**

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

### **1.39 CONFLICTS OF INTEREST**

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

this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

**1.40    CONSTRUCTION SERVICES**

Not Applicable.

**1.44    THE CITY OPTIONS**

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

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

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

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

**END OF SECTION**

## SECTION 2.0 SPECIAL CONDITIONS

***Eligible firms may apply for one or more of the categories listed under this Solicitation, but may not apply for more than one estimated project cost threshold within each category.***

### 2.1 **PURPOSE**

The City of North Miami desires to retain professional consultants to provide services as required under a non-exclusive continuing services contract. Selection of consultants shall be in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act".

Professional services awarded through this RFQ will be for projects that do not exceed \$2,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$200,000. These threshold requirements are pursuant to Florida Statute 287.055 and are subject to any statutory amendments thereto.

### 2.2 **TERM OF CONTRACT**

The initial term of the Contract shall be for one (1) year commencing on the date of award by City Council.

### 2.3 **OPTION TO RENEW**

The City Manager or duly authorized designee reserves the sole option to renew this Contract for three (3) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Firm in accordance with the Scope of Work stated herein.

### 2.4 **METHOD OF AWARD**

See Section 4 for method of evaluation and award.

### 2.5 **MINIMUM QUALIFICATIONS**

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

#### **2.5.1 LICENSING REQUIREMENTS**

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

- State of Florida Professional Engineer's license
- State of Florida Architect's license
- State of Florida Registered Landscape Architect license
- Certification from the American Institute of Certified Planners (AICP).
- At a minimum, Respondents must have at least one (1) team member accredited in the United States Green Building Council Leadership in Energy and Environmental Design (LEED).

- Testing laboratories must be certified by the Construction Materials Engineering Council (CMEC) and adhere to the American Concrete Institute (ACI) and the American Society for Testing and Material (ASTM) specifications.
- Testing must be performed by trained and certified technicians.

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

**2.5.3** The successful firm must have a minimum of five (5) years business experience in their respective discipline(s).

**2.5.4** Respondents must submit a complete Standard Form 330 (See Attachment “A”) and provide other related documentation that demonstrates their ability to satisfy all of the minimum qualification.

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

#### **2.5.6 Joint Ventures**

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

## **2.6 INSURANCE AND INDEMNIFICATION**

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

### **2.6.1 COMMERCIAL GENERAL LIABILITY**

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

### **2.6.2 PROFESSIONAL LIABILITY (Errors and Omissions)**

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



coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

### **2.6.3 COMMERCIAL AUTOMOBILE LIABILITY**

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

### **2.6.4 WORKER'S COMPENSATION**

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

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

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

Contractor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and



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

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

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

## **2.7 FAILURE TO PERFORM**

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

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

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

## **2.8 FEDERAL AND STATE REGULATIONS**

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

## **2.9 ACCEPTANCE OF SERVICES BY THE CITY**

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

## **2.10 NOTICE TO PROCEED**

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

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

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

## **2.12 NO DAMAGES FOR DELAY**

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

## **2.13 COUNCIL MEETING**

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

## **2.14 SOLICITATION CLARIFICATIONS AND INQUIRIES**

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

## **2.15 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

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

## **2.16 CONDITIONS OF PROPOSALS**

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

**2.16.2** Completeness – All information required by this RFQ must be supplied to constitute an acceptable Proposal.

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

**2.16.4** Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFQ

and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Contractors shall be notified in writing of award.

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

## **2.17 TRADE SECRETS**

The City of North Miami is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials and data submitted as part of a Proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in the Florida Statutes.

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

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

**END OF SECTION**

## **SECTION 3.0 SCOPE OF SERVICES/ TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF SERVICES**

In accordance with Florida Statute 287.055, Consultants' Competitive Negotiations Act (CCNA), the City of North Miami seeks to identify firms with substantial experience and capabilities to perform continuing professional consulting services.

Firms will not be limited to one professional category. Respondents must designate which professional category they are submitting proposals for (see Discipline Form in Section 5). Any professional services awarded through this RFQ will be for projects that do not exceed \$2,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$200,000 pursuant to the threshold requirements established in Florida Statute 287.055. The City is soliciting proposals on behalf of City departments for the following disciplines/sub-disciplines:

1. Architecture (including Interior Design)
2. Landscape Architecture
3. Urban Planning and Design
4. Environmental Engineering
5. Transportation/Traffic Engineering
6. Water Resources/Stormwater Design/Wastewater Engineering
7. Geotechnical/Material Testing

The City intends to pre-qualify multiple firms for each professional service category. No guarantee is expressed or implied as to the total services to be purchased under this RFQ. Award of a consultant does not guarantee any future work to be awarded. No services are to become due unless procedures listed in Section 3.2 are followed.

In the event a firm is selected for a specific project, the selected firm will be required to negotiate and execute an agreement with the City, which may require City Council approval by Resolution.

The User Department will contact the Purchasing Department to evaluate the credentials of the approved Consultants to determine which Consultant is most qualified to perform the desired services requested by the User Department.

### **3.2 SELECTION OF CONSULTANT FOR CONSULTING SERVICES**

All selected firms shall be placed on a pre-qualified list for the disciplines they have been selected under. The City, at its discretion, shall use the list to select a consultant to engage for the particular services required. If the selected Consultant does not accept the order, or if the City in its sole discretion determines the Consultant cannot perform the work, or is not the most qualified, another Consultant shall be offered the order, and this process shall be repeated until an order is accepted.

### **3.3 CODE REQUIREMENTS**

The Consultant and their sub-consultants (if applicable) on a project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and shall be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Consultant shall ask for and receive any required inspections.

### **3.4 REQUIREMENT OF CONSULTANT**

- 3.4.1 Consultant shall perform all work identified in any Contract issued under this RFQ. The parties agree that the scope of services for any Contract is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.
- 3.4.2 Consultant and City acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Contract, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written City approval is at Consultant's sole risk.
- 3.4.3 Consultant acknowledges and agrees that services under this RFQ are to be requested by the City on an as-needed basis only, and no representation or guarantee is made by the City to the Consultant that the City will utilize the Consultant's services exclusively or at all.
- 3.4.4 Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in performing work for the City.
- 3.4.5 The selected firm(s) will be responsible for reviewing existing Miami-Dade County and City of North Miami Codes, Resolutions and Ordinances as well as State of Florida Building Codes and for incorporating data into complete construction documents including final construction plans (working drawings),

technical specifications, construction estimates, and related bid documents necessary for the bidding and construction of the projects.

- 3.4.6 The selected firm(s) will be responsible for obtaining all Federal, State and local permits and / or approvals from Miami-Dade Water and Sewer, DERM, Environmental, HRS, Miami-Dade Public Works, South Florida Water Management District (SFWMD) the Florida Department of Transportation (FDOT) as necessary and all City of North Miami Building Department permits necessary for the construction of the projects. Firms may also be required to provide consulting services to the City on various matters which do not result in drawings, specifications or construction documents.
- 3.4.7 The respondent shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided

### **3.5 DESCRIPTION OF SERVICES**

Activities for each category shall include but not be limited to:

- A. Architecture (including Interior Design)
- Provide drawings and specifications for projects
  - Site master planning, analysis and design
  - Urban design plans/concept diagrams
  - Open space planning, analysis and design
  - Community planning, analysis and design
  - Natural resource planning, analysis and design
  - Design guidelines
  - Streetscape planning, analysis and design
  - Feasibility analysis
  - Peer review analysis
  - Renderings/Modeling
  - Interior Design
  - Assist in preparation of construction documents and specifications
  - Cost estimates for above work
  - Bidding Assistance
  - Construction Management Services
  - Attend meetings with City staff and presentations to City Council
  - Provide plans developed on AutoCAD's latest version, and copies of a reproducible hard copy and CD and/or thumbprint drive of plans in the requested format shall be provided to the City.
- B. Landscape Architecture
- Provide drawings and specifications for projects
  - Site master planning, analysis and design
  - Urban design plans/concept diagrams
  - Open space planning, analysis and design



- Community planning, analysis and design
- Natural resource planning, analysis and design
- Design guidelines
- Feasibility analysis
- Peer review analysis
- Renderings/Modeling
- Assist in preparation of construction documents and specifications
- Park Design
- Median Design
- Landscape design in conjunction with the installation of North Miami entrance signs
- Xeriscape Concepts
- Local drought tolerant plants
- Cost estimates for above work
- Bidding Assistance
- Construction Management Services
- Attend meetings with City staff and presentations to City Council
- Provide plans developed on AutoCAD's latest version, and copies of a reproducible hard copy and CD and/or thumbprint drive of plans in the requested format shall be provided to the City

C. Urban Planning and Design

The work is defined as town planning and urban design of neighborhoods with an emphasis on new urbanism principles and the public process. Services include the design of master plans, housing prototypes and regulations that emphasize human scale, historic context, public open spaces and the pedestrian realm for neighborhoods in the City of North Miami and also have the capabilities to perform grant writing for FEMA, SFWMD, Miami-Dade County and the State of Florida.

- Feasibility studies
- Planning studies for operational facilities
- Urban design plans/concept diagrams
- Surveys
- Inspections and evaluations
- Collection of data
- Engineering and economic feasibility reports and studies
- Cost estimates and economic analysis
- Attend meetings with City staff and presentations to City Council
- Community Outreach and Visioning
- Community Redevelopment Planning
- Corridor Planning
- GIS Mapping and 3-D Animation
- Comprehensive Plans and Evaluation and Appraisal Reports
- Zoning and Land Development Regulations with an emphasis on Form Based Codes
- Housing studies including affordability studies and Consolidated Plans
- Downtown Master Planning Bidding Assistance
- Construction Management Services
- Attend meetings with City staff and presentations to City Council



- Construction Management Services

D. Environmental Engineering

- Landfill closures and operation
- Site Remediation (groundwater remediation systems, deep injection wells)
- Environmental cleanups
- Gas monitoring
- Brownfield site management
- Lakefill permitting
- Wetland preservation
- Project programming and preparation of conceptual designs
- Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
- Development of schedules for design and construction
- Preparation of estimated quantities, costs and bid forms
- Construction support services
- Reports and Analysis for compliance reports to USEPA, FDEP, Miami-Dade, DERM and SFWMD, etc.
- Environmental assessments and testing
- Grant assistance and writing
- Project Management
- Evaluation of bids as compared to project budget
- Respond to RFIs
- Attend meetings with City staff and presentations to City Council

E. Transportation/Traffic Engineering

- Consulting services, including reports, traffic studies, coordination with community organizations, construction plans & specs, estimating and project management.
- Roadway Design: Detailed engineering for the construction of roadways within State, County or Local rights-of-way and similar facilities. These services may include any aspect of project programming and preparation of conceptual designs
- Review of development petitions and associated traffic impact studies for compliance
- Coordination with petitioner's consultants to resolve issues relating to the interpretation and implementation of Traffic Performance Standards.
- Review of impacts of the development petitions' traffic on existing road networks with particular emphasis on surrounding residential neighborhoods.
- Review of proposed roadway improvement recommendations for compliance with established criteria and to ensure that all traffic impacts caused by proposed petitions have been properly addressed.
- Review of development petitions' internal design geometry and circulation including but not limited to the following areas:
  - Ingress/egress; number, location and geometry
  - Traffic control devices
  - Number and layout of parking stall/aisles
  - Loading zones

- On/off street parking impacts
- Pedestrian/vehicular conflicts
- Turn lanes
- Parking Studies
- Provision of written reports and presentation of reports at Development Review Committee, Planning and Zoning Board, and City Council meetings.
- Provide plans developed on AutoCAD's latest version, and copies of a reproducible hard copy and diskette of plans in the requested format shall be provided to the City
- Construction Management Services
- Attend meetings with City staff and presentations to City Council.

F. Water Resources/Stormwater Design/Wastewater Engineering

- Water Plant design
- Water distribution and sanitary sewer system designs
- Wastewater System Plan and Program Development (sewer overflow response plan, information management system program, GIS implementation, sewer system asset management program, gravity sewer system O&M program, pump station O&M and assessment/rehabilitation program, force main O&M and assessment/rehabilitation program, force main criticality assessment and prioritization program, force main rehabilitation and replacement program, capacity, management O&M program (CMOM))
- Project programming / Conceptual design
- Preparation of water distribution models
- Preparation of sanitary sewer system models
- Preparation of stormwater models
- Groundwater modeling
- Raw water well analysis
- Raw water pump station analysis
- Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
- NPDES permitting
- Floodplain management
- Design of stormwater systems
- Development of schedules for design and construction
- Preparation of estimated quantities, costs and bid forms
- Construction support services
- Evaluation of bids as compared to project budget
- Sanitary Sewer Pump Station Evaluation and Design
- Project Management
- Detailed engineering for modifications to or construction of water control structures, canals, pump stations and similar facilities
- Respond to RFIs
- Attend meetings with City staff and presentations to City Council

G. Geotechnical/Material Testing

- Geotechnical Exploration and Testing

- Soils and Soil Bearing Testing
- Penetration Testing
- Compaction Testing
- Auger Cast Piling Testing
- Piling Observation/Testing
- Concrete Testing
- Slab Testing
- Asphalt/Pavement Testing
- Fill Placement Testing
- Field Density Testing
- Engineering Services
- Steel/Welding Inspections
- Rock Bearing Tests
- Threshold Inspection Services
- Field Exploration
- Laboratory Testing
- Analysis and Reports
- Plans Review
- Post Construction Services
- Other Laboratory Construction Testing for Infrastructure and/or Building Projects
- Evaluation of bids as compared to project budget
- Project Management
- Respond to RFIs
- Attend meetings with City staff and presentations to City Council

All work will normally be performed by the consultant at an off-site location (not in the City's offices). The Consultant will be required to provide its own equipment.

Under extenuating circumstances, the City may require that work scope be performed at City offices: on-site work orders will be determined on a case-by-case basis. In these cases, the consultant will be provided with space at a City office for the duration of the work order. The consultant will use a reduced "on-site" rate when calculating their proposed pricing.

## **END OF SECTION**

## **SECTION 4.0 PROPOSAL FORMAT**

***Eligible firms may apply for one or more of the categories listed under this Solicitation, but MAY NOT apply for more than one estimated project cost threshold within each category.***

### **I. ESTIMATED PROJECT COST THRESHOLDS**

**Respondents must indicate on the attached “Estimated Project Cost Thresholds Submittal Checklist” which of the following two estimated cost thresholds they are applying for each category:**

- **Projects estimated to cost up to \$250,000.**
- **Projects estimated to cost over \$250,000 to \$2,000,000.**

### **II. PROPOSAL FORMAT**

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

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

#### **A. COPIES**

Please submit an original Proposal and be sure to clearly mark it as “Original”. In addition, five (5) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

#### **B. SUBMITTAL**

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

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED.**

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (**Please clearly mark your Proposal with the name and number of this Solicitation**).

### III. MANDATORY SUBMITTAL REQUIREMENTS

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

**A. Cover Page (Included in Section 5 of this RFQ)**

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

**B. Table of Contents**

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

**C. Proposal Letter**

Provide a Letter of Interest indicating the professional categories which the firm is applying for.

**D. Discipline/Threshold Checklist**

Provide Discipline/Threshold Checklist included in Section 5 of this Solicitation indicating the discipline(s) and threshold the Respondent is qualifying for.

**E. Business Structure**

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

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

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

**F. Firm's Related Project Experience (30 Points)**

Indicate the firm's experience in providing the proposed professional category/discipline Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFQ. (Form 330 must be submitted)

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

**G. Qualifications of the Project Team (30 Points)**

Respondents must submit a Qualification Statement. Provide a list of personnel and project managers to be used and their qualifications. A brief resume including education, experience, licenses and certifications and any other pertinent information shall be included for each team member, for each professional category, including sub-consultants (**Form "A-6"**). Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements.

Describe any other experiences related to the work or services described in the Scope of

Services, and any other information which may be specific to the requirements

Include any technical staff. Technical staff shall be considered as those persons proposed to be associated with the implementation of the project - project managers, engineers, supervisors, estimators, etc.

Respondent must clearly reflect in its proposal any Sub-Consultants to be utilized. The City retains the right to accept or reject any Sub-Consultants proposed.

**H. Proposed Approach and Methodology (15 Points)**

For each discipline the firm is qualifying for, describe your firm's understanding of the types of project listed in Section 3.5 and your firm's strengths in completing these types of projects.

Describe the firm's commitment to sustainability and how it intends to promote sustainability in projects assigned by the City.

**I. Certified Minority Business Enterprise (10 Points)**

In accordance with Florida Statute 287.055, please indicate if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification.

**J. References (10 Points)**

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

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

**K. Office Location (5 Points)**

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

**L. Local Business Preference**

This RFQ is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

**M. Additional Information**

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

**N. Litigation**

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

**O. Insurance Requirements**

All Respondents shall provide evidence of the ability to obtain appropriate insurance

coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. **(Form A-7)**

#### **P. RFQ Forms**

The following forms must be submitted in the following order:

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

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

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

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

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

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

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

**END OF SECTION**



## **SECTION 5.0**

### **EVALUATION CRITERIA/SELECTION PROCESS**

#### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

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

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

#### **4.2 EVALUATION PROCESS**

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

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

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

#### **4.3 EVALUATION OF PROPOSALS**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. . Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor.

The specific criteria that will be utilized is as follows:

	Criteria	Maximum Points
1	Firm's Related Project Experience	30
2	Qualifications of the Project Team	30
3	Proposed Methodology and Approach	15
4	Certified Minority Business Enterprise	10
5	References	10
6	Office Location	5
Total		100

#### 4.4 **ORAL PRESENTATIONS**

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

#### 4.5 **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City's Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

Pursuant to Section 7-151, a "Local Business" is defined as a business meeting **two** of the following:

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

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

**Note:** The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting

documentation. Failure to do so may result in being considered ineligible for local business preference.

#### **4.6 NEGOTIATION PROCESS**

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

**END OF SECTION**



## **Section 6.0 Proposal Forms**

Cover Page & Contact Information Form  
Bid Submittal Checklist  
Discipline/Threshold Checklist



**COVER PAGE & CONTACT INFORMATION**

**RFQ No. 08-17-18**

**CONTINUING ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES (CCNA)**

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

Legal Name of  
Proposer(s):

Federal Employee  
Identification (FEIN)  
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:



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

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

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title of Officer: \_\_\_\_\_



## RESPONSE SUBMITTAL CHECKLIST

### **CONTINUING ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES (CCNA) IFB No. 08-17-18**

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

Company Name: \_\_\_\_\_

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
	Discipline/Threshold Checklist	
Tab/Page No	Narrative	OFFICE USE ONLY
	Table of Contents	
	Proposal Letter	
	Business Structure	
	Form 330	
	Firm's Related Project Experience	
	Qualifications of Project Team	
	Proposed Approach and Methodology	
	Certified Minority Business Enterprise Information	
	Office Location	
	Additional Information	
	Litigation	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit ( <i>if applicable</i> )	
	A-3(a) Statement of Intent ( <i>if applicable</i> )	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda ( <i>if applicable</i> )	
	A-6 Disclosure of Subcontractors & Suppliers ( <i>if applicable</i> )	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-14 References	





**ESTIMATED PROJECT COST THRESHOLD**

**SUBMITTAL CHECKLIST**

**CONTINUING ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES (CCNA)  
IFB No. 08-17-18**

***Eligible firms may apply for one or more of the categories listed under this Solicitation, but may not apply for more than one estimated project cost threshold within each category.***

**Instructions:** Please check boxes pertaining to the category(ies) the Proposal is being submitted for. Respondents must check off **one** box for each category (check “Not Applicable” if the firm is not qualifying for that category).

<b>Discipline</b>	<b>Estimated Project Cost: Less than \$250,000</b>	<b>Estimated Project Cost: \$250,000 to \$2,000,000</b>	<b>Not Applicable</b>
Architecture (Including Interior Design)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Architecture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Urban Planning and Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation/Traffic Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Resources/Stormwater Design/Wastewater Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical/Material Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## **Section 7.0 Cone of Silence Ordinance**

## **Cone of Silence Notification**

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on [www.demandstar.com](http://www.demandstar.com) and on [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) Please do not communicate with vendors regarding:

### **Continuing Architectural and Engineering Consulting Services (CCNA)**

**RFQ No. 08-17-18**

#### **DIVISION 8. CONE OF SILENCE**

##### **Sec. 7-192. Cone of Silence.**

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

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

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

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

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

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

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

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any

change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

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

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

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

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

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

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

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

### **Sec. 7-193. Procedure.**

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

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

silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

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