



REQUEST FOR QUALIFICATIONS

RFQ # 11-08-09

Continuing Professional Architectural & Engineering Services

QUALIFICATION RESPONSES ARE DUE NO LATER THAN

Tuesday, October 20, 2009 at 3:00 PM (Local Time)

AT

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

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated tie and date will be solely and strictly the responsibility of the proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery by caused by any other occurrence.

Copies of this RFQ Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-17172 and request Document # 110809

Contact Person: Ruby Crenshaw-Johnson
Email: rcrenshaw@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



SUBJECT: Request for Qualifications (RFQ) for Professional Architectural and Engineering Services - Continuing Contract

The City of North Miami invites you to submit an original proposal, one (1) CD and six (6) bound copies in response to our Request for Qualifications. All submissions and inquiries must be addressed as outlined in the RFQ.

The proposals are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFQ no later than 3:00 P.M. local time Tuesday, October 20, 2009. Address your proposal to City of North Miami City Clerk, City of North Miami, 776 N E 125th Street, North Miami, Florida 33161.

The City's tentative schedule for this Request for Qualifications is as follows:

Opening of Proposals:	October 20, 2009
Cut- off Date for Questions:	October 8, 2009
Proposals Evaluations:	October 26 – November 26, 2009
Oral Presentations (if req'd):	November 30 – December 4, 2009
Council Award:	December 8, 2009

The City reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates

We look forward to your active participation in this solicitation.

Sincerely,

Ruby Crenshaw-Johnson

Ruby Crenshaw-Johnson, CPPO
Procurement Director

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Attachments

Form A-1	Proposer's Certification Form
Form A-2	Certificate of Authority (Complete Applicable Form)
Form A-3	Non-Collusion Form
Form A-4	Questionnaire
Form A-6	Disclosure of Subcontractors & Suppliers
Attachment A	Client Reference Form & Sample Questionnaire
Form B-1	Price Proposal Schedule (must be submitted in a separate envelope)

Section 1.0

General Guidelines and Information

1.1 DEFINITION

- a) "CCNA RFQ." This solicitation is issued in accordance with the consultants Competitive Negotiation Act, Section 287.055, Florida Statutes.
- b) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.
- c) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFQ.
- d) "City." The City of North Miami.
- e) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- f) The word "Department" to mean a department of The City of North Miami.
- g) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization or submitting a response to the solicitation.
- h) The words "Scope of Services" or "Scope of Work" to mean section 2.0 of this solicitation, which details the work to be performed by the contractor or consultant.

- i) The word "Solicitation" to mean this Request for Proposal (RFP) or Request for Qualification (RFQ) or Request for Information (RFI) document, and all associated addenda and attachments.
- j) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the worker services to the city, whether directly or indirectly, on behalf of the contractor.
- k) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the city to the contractor in accordance to the terms of the contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop.60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that

improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

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

1.4 PROPOSER'S CERTIFICATION FORM

The *Proposer's Certification Form*, (Form "A-1") attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the respondent. If the *Proposer's Certification Form* is not submitted as part of the respondent's proposal package, is altered in any manner or is not fully completed, the respondent shall be deemed non-responsive to the solicitation requirements.

1.5 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor 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 vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor 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. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 LOBBYING

All respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this

solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any proposal submitted by a respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any proposal submitted by a respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any respondents or its proposed subcontractors or sub consultants 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 the principals of the respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the 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

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries

shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents 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 solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

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 SOLICITATION DOCUMENTS

If a potential respondents protest any provisions of the solicitation documents a written protest

must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids or receipts of proposals. A written protest is filed when received by the City Clerk.

Any Respondents who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the city at the time of filing the formal written protest a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

1.13 SAMPLE CONTRACT

The respondent understands that this solicitation or the response 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. A sample contract is attached to the solicitation. The City anticipates that the final official contract will be substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract. Any deviations from the sample contract that are requested by the respondent shall be submitted as part of the *Proposer's Certification Form (Form "A-1")* for consideration by the City. The City will not consider any changes to contract terms and conditions in the event respondents fail to

identify any changes or deviations to the sample contract at the time of proposal submission.

1.14 DEVELOPMENT COSTS

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

All response 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 response by any City office, receptionist or personal 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 submission of a proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response by notifying the City either in writing or in person through an authorized representative at any time prior to the

submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the City, and will not be returned to respondents even when they are withdrawn from consideration.

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

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Proposer's Certification Form / (Form "A-1")*), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such proposal is deemed non-responsive; (3) if the respondent is deemed non-responsive; or (4) if the proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the City.

1.21 CONSULTANT'S COMPETITIVE NEGOTIATION ACT

This solicitation is issued in accordance with the Consultant's Competitive Negotiation Act,

Section 287.055, Florida Statutes. Respondents are requested to submit comprehensive qualifications and technical proposals in response to the requirements set forth herein.

1.22 WRITTEN PROPOSAL EVALUATION ORAL PRESENTATIONS

The selection committee members will independently score the written proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 3 of this solicitation. Following the submission and evaluation of the written proposals, the City may request the highest ranked respondents to provide oral presentation explaining and/or demonstrating each proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each respondent.

1.23 REVIEW OF PROPOSAL FOR RESPONSIVE

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFQ. A responsive proposal is one which follows the requirements of the RFQ, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.24 CITY COUNCIL REVIEW

The City will report the result via the *Authorization to Proceed with the Ranking of Selected Firm(s)* and to enter into contract Negotiation.

1.25 NEGOTIATIONS

The City may select proposers to the Pool on the basis of initial offers received without discussion. Therefore, each initial offer should contain the proposer's best terms from a monetary and technical standpoint. The City reserves the right to enter into contract negotiations with the selected proposers. If the City and a selected proposer cannot negotiate a successful contract, the City may terminate said

negotiation and begin negotiations with another selected proposer. This process will 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.

1.27 CONTRACT AWARD

The City anticipates the award of multiple contracts, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the 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 shall be just cause for the termination of the award.

1.28 CONE OF SILENCE

This RFQ is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (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 a notice with the city clerk, with the 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 communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFQ, or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.29 PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS**

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

1.30 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Proposers need not register with the City to Present a Proposal; however, the selected proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the proposal. To register, contact the Procurement Department at (305) 895-9886 or you may download the application (*revised 6/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFQ.

1.31 EXCEPTION TO THE RFQ

Proposers may take exceptions to any of the terms of this RFQ unless the RFQ specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-

responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer 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 proposer will accept all terms and conditions.

**1.32 PROPRIETARY/ CONFIDENTIAL
INFORMATION**

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

1.33 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to City Ordinance Section 7-141 & Section 7-151 which provides that a preference up to 10 percent of the total evaluation points shall be given to a local business, except where federal or state law mandates to the contrary. The proposer should complete, sign and submit the attached "Local Business Preference Form" (**Form A-5**) with the technical proposal in order to be considered for Local Preference points.

**1.34 RULES, REGULATED AND LICENSING
REQUIREMENTS**

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

SECTION 2.0 SCOPE OF SERVICES

2.0 GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of multiple consultants with the capability to provide a variety of professional services.

The selected firm(s) will be responsible for reviewing existing Miami-Dade County, City of North Miami Codes, Resolutions and Ordinances and State of Florida Building Codes and for incorporating the above 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.

The selected firm(s) will be responsible for obtaining all Federal, State and local permits or approvals (including Miami-Dade Water and Sewer, DERM, Environmental, HRS, Miami-Dade Public Works, approvals) and all Building permits necessary for the construction of the projects, and 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.

MINIMUM QUALIFICATIONS:

- The selected prime firms shall be registered engineering firms licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida and qualified in the specific field (i.e. Professional Engineer [PE] etc.);
- The selected prime firms shall have been in business and have a minimum of five (5) years experience in providing architectural, engineering, planning including transportation consulting and or landscape architectural professional services;
- The selected firms must be able to provide proof of stable financial stability within the past three (3) years;
- Team Project Manager must be licensed in the State of Florida as a Professional Engineer or Professional Architect or AICP and have a minimum of seven (7) years experience in architectural, engineering, planning or landscape architectural services, and have served as project manager/construction manager on similar projects on a minimum of three (3) previous occasions;
- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of three (3) years of experience in providing architectural, engineering, planning or landscape architectural services and

be a Leadership in Energy and Environmental Design (LEED) accredited professional and where necessary, a Florida Green Building Coalition (FGBC) certifying agent .

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.

The City shall select, at most, five (5) firms for each professional category. Firms will not be limited to one discipline. Proposer shall designate which principle(s) they are proposing and submit with their proposal. Each selected firm shall enter into a multi-year contract with the City. As each project is identified, the selected firms within the required discipline(s) will be requested to submit qualifications and shall be selected on a rotational basis ensuring equitable distribution of services.

The City and firm will negotiate project terms per Statute 287.055. A work order or similar document along with a purchase order will be issued for each project. Any professional services not listed below will be for projects that do not exceed \$2,000,000 in basic construction costs or \$200,000 for professional services pursuant to Statute 287.055.

The services sought by the City may include, whether in part or in whole, but not limited to:

1. Architecture / Landscape Architecture

Activities may include but shall not be limited to:

- Provide drawings and specification for additions, renovations, landscaping projects and projects;
- 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 diskette of plans in the requested format shall be provided to the City.

2. Planning & Urban 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.

Activities may include but shall not be limited to:

- Feasibility studies
- Planning studies for operational facilities
- 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
- 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.
- Preparing Comprehensive Plan Amendments, Evaluation and Appraisal Reports (EAR) and EAR based amendments
- Preparing Land Development Regulations with an emphasis on Form Based Codes
- Preparing housing studies including affordability studies and consolidated plans.

3. Civil Engineering

Activities shall include but not limited to:

- 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 the following:
 - 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
 - Project Management
 - Evaluation of bids as compared to project budget
 - Respond to RFIs
- 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 diskette of plans in the requested format shall be provided to the City.

4. Construction Management

Activities shall include but not be limited to:

- Review of all bid documents, construction schedules and schedules of value and provide the City with an approval of such documents or recommendations for revisions where such is justifiably warranted;
- Provide all necessary construction inspections to ensure compliance with the permitted construction drawings and the technical specifications requirements, review of shop drawings, submittals, sketches, product information, and other task as required;

- Maintain project related administrative requirements to ensure that construction work is being performed in substantial compliance with the construction drawings and permits.
- Review, log and process project submittals, drawings or sketches, whether submitted by the Architect, the Engineer of record, or the contractor; review and approve revisions to the project schedules; analyze claims and make recommendations; review and approve contractor's pay applications; coordinate and chair project meetings, and other related tasks.
- Provide preliminary cost estimates of proposed projects and estimating consulting on construction plans and specs for projects under design;
- 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 diskette of plans in the requested format shall be provided to the City.

5. Electrical Engineering

Activities shall include but not limited to

- Provide electrical consulting services including reports, plans & specs for improvements to City facilities and public right-of-way;
- Expertise and experience in all electrical disciplines;
- 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 diskette of plans in the requested format shall be provided to the City.

6. Environmental Engineering

Activities shall include but not limited to:

- Apply process and obtain permits from various environmental regulatory agencies, i.e. DERM, DEP and COE for City projects.
- Provide designs and construction documents for environmental and marine projects;
- 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 diskette of plans in the requested format shall be provided to the City.

7. Mechanical Engineering - HVAC, plumbing, fire sprinkler

Activities shall include but not limited to:

- Consulting services, including reports, energy calculations, studies, plans & specs, estimating, and inspections;
- Expertise and experience in air conditioning, plumbing, water & sewer, fire sprinkler improvements and conduct plans processing through WASD, DERM, HRS and related permitting;
- 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 diskette of plans in the requested format shall be provided to the City.

8. Structural Engineering

Activities shall include but not limited to:

- Provide consulting services, including structural assessments, reports, plans & specs, cost estimating and "threshold" or special inspections for City properties;
- 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 diskette of plans in the requested format shall be provided to the City.

9. Traffic Engineering & Transportation Consulting

Activities shall include but not limited to:

- Consulting services, including reports, traffic studies, coordination with community organizations, construction plans & specs, estimating and project management;
- Expertise and experience in traffic engineering, transportation planning, street and highway design, traffic calming design, transit planning, traffic studies, general engineering, coordination with Miami Dade Transit (MDT), Metropolitan Planning Organization (MPO), the County , and planning capabilities.;
- 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 diskette of plans in the requested format shall be provided to the City.

10. Water Resources / Water Supply

Activities shall include but are not limited to:

- Detailed engineering for modifications to or construction of water control structures, canals, bridges, pump stations, administrative facilities and similar facilities. These services may include, but are not limited to:
 - Project programming / Conceptual design
 - Preparation of construction contract drawings and specifications
 - Development of schedules for design and construction
 - Estimated quantities and cost
 - Construction support services
 - Project Management
 - Evaluation of bids as compared to project budget
 - Respond to RFIs
- 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 diskette of plans in the requested format shall be provided to the City.

City standards for evaluating the technical criteria are set forth in Section 3.0 of this solicitation.

2.1 PROCESS OF CONCEPTUAL DESIGNS

Required designs will be developed with the input of City of North Miami staff, the various City Boards and Committees, as well as area residents and other interested individuals and groups. The time for these activities shall be included in the selected firms proposals to the City.

All plans required shall be developed on AutoCAD's latest version, and a reproducible hard copy and diskette of plans in the requested format shall be provided to the City.

2.2 TASK / WORK ORDER ASSIGNMENT / CONTRACT ADMINISTRATION

The City will designate a Contract Administrator for each project, who shall be responsible for the project. The Contract Administrator will prepare a scope of services for each task assignment, upon which the selected firm (s) in that category will submit a proposal.

Work orders will be issued by the City on an as-needed basis. To the extent practical, work orders will be evenly distributed among the discipline's pool of Consultants. At the time each service requirement is identified, a detailed statement of work and project schedule will be provided to the Consultant. The Consultant will then provide a detailed level of effort, project and staffing schedule that conforms to the specific project and schedule requirements. A firm fixed price for that effort will be negotiated based on the pre-determined rate schedule (hourly labor rates and/or unit pricing) included in the contract at the time of contract execution. Depending on the nature of the project, some work orders may be billable on a time and materials basis subject to completion of designated milestones and documentation of hours expended. Payment in all cases will be subject to successful completion of tasks and the City's acceptance of deliverables and/or project milestones.

No work is authorized until such time as a work order is fully executed by the City's Purchasing Department. Any work provided under a revision or amendment to a work order is not authorized until the amendment is fully executed by the City. No minimum quantity of work orders is guaranteed.

2.3 TIME SCHEDULE AND TIME FRAMES

Schedules shall be included in detail in the work orders issued under the contract and shall be based on the number of continuous calendar days following the work order execution date to complete specific tasks of the project. If the City reviews and comments are necessary to proceed with a task, then a specified City review time shall be included in the schedule.

2.4 PROJECT LOCATIONS

Project locations may be anywhere within the City's boundary and shall be detailed in work orders issued under the Contract.

2.5 REQUIREMENT OF CONSULTANT

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 work for the City.

Consultants shall invoice the City monthly or as indicated for each project. Each invoice shall identify the project, detail the contract price, payments made to date, percentage of completion of the project, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment. They shall identify the name and title of personnel who worked on the project. Reimbursables shall be listed individually, with supporting documentation attached

2.6 DELIVERABLES

Deliverables shall be submitted by the Consultant as delineated in the Statement of Work for each work order. The deliverables shall be submitted on or before the date provided in the Schedule of Tasks and Deliverables. The City shall review, comment, reject and/or approve the deliverable as being acceptable

Consultants awarded work orders shall:

- Provide timely delivery services and resources;
- Screen candidates for task orders to ensure they meet required qualifications and check references before recommending to the City;
- Supervise consulting and sub consulting staff; oversee their work and performance;
- Manage the project (timelines, budget, deliverables, contingencies) and track the progress;
- Quality assure all deliverables; ensure written reports are polished and coherent;
- Communicate regularly with the City Work Order Project Managers

SECTION 3.0 PROPOSAL FORMAT

3.0 INSTRUCTIONS TO PROPOSERS:

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. This RFP solicits proposals for ten (10) different disciplines. Respondents may submit proposals for one or more of the discipline(s), however, a separate proposal shall be submitted for each discipline. Each proposal shall be limited in size as to what can fit into a 1" binder. **Seven (7) copies of each proposal must be submitted for each proposal as follows:**

- One (1) original (must be clearly identified as "ORIGINAL")
- Six (6) copies
- One (1) CD (must be clearly labeled with Company Name, Bid No. & Discipline)

Separate submittal packages shall be submitted for each project and shall clearly indicate the project for which it is being submitted.

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

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

1. Title Page

The title page should include the name of the proposer's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject :

RFQ # 11-08-09 "ARCHITECTURAL & ENGINEERING SERVICES - CONTINUING CONTRACT"

2. **Table of Contents**

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

3. **Proposal Letter**

Provide a Letter on Interest indicating the specific project(s) for which the firm is applying. (Limit 1 page –double sided)

4. **General Information & Required Forms**

- Give the date business was organized and/or incorporated and place of incorporation.
- A summary of the institution's financial resources (including the latest year audited financial statements and holding company). Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable
- Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.
- State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity. Provide copies of Current City / County / State Occupational License(s) where applicable.

5. **Qualifications of the Firm**

Indicate the firm's number of engineering experience in providing architectural, engineering and or landscape architectural professional services. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFQ. Submittals which do not contain such documentation may be deemed non-responsive.

6. **Qualifications of the Project Team**

Respondents must submit a Proposer Qualification Statement. List the members of the project team. Provide a list of the personnel to be used for each discipline 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 discipline, including sub-consultants to be assigned to each discipline (**See Form "A-6"**). Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. List other projects currently under design to include staffing organization and management of the staff and sub-consultants and distribution of project assignments. Submittals which do not contain such documentation may be deemed non-responsive.

Proposer must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized, and provide for the sub-consultant the same information required of Consultant. The City retains the right to accept or reject any Sub-Consultants proposed (**See Form "A-6"**).

7. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Include copies of all licenses and certifications and any other pertinent information to satisfy the minimum qualification requirements described in the RFQ.

Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided

8. Similar Projects:

A list of similar projects must be submitted to include at least 2 recent projects excluding City of North Miami projects [within the last 3 years]. Information should include:

- Projects that your firm designed
- Client Name, address, phone number
- Description of work
- List design professionals involved with their roles in the project
- Year the project was completed.
- Total of fees paid to firm
- Total cost of the construction, estimated and actual
- Indicate at least three clients with whom the City may speak with during the evaluation phase
 - (**See Attachment A - Client Reference Form & Sample Questionnaire**)
- List all contracts which the Proposer has performed for the City of North Miami. The City will review all contracts the Proposer has performed in the selection of Consultants and Contractors for future City Contracts. As such the Proposer must list and describe all work performed for the City of North Miami and include the name of the City department which administers or administered the contract(s); the contact person(s) on the contract(s) and

their telephone number(s); the dates covering the term of the contract(s); and, the dollar value of the contract(s).

- Describe any prior or pending litigation, either civil or criminal, which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub consultants is or has been involved within the last three (3) years.
- List of any Proposer's accounts which may be perceived as being in conflict with the interests of City of North Miami if Proposer is selected to provide Architectural and Engineering services for the City

11. Understanding of the Scope of Work

Describe your firm's understanding of the types of projects listed and your firm's strengths in designing these types of projects

12. Proposed Approach and Methodology

Describe your firm's approach to the following:

- Engineering design, analysis and coordination
- List Proposer's experience with government accounts. Ability to deal effectively with the general public, land owners, other design / construction professionals and City staff to accomplish the work
- Compliance with applicable codes, permits, project scope and funding constraints
- Cost estimating

13. Insurance Requirements

Proposer's must provide proof of insurance meeting or exceeding the following requirements.

Workers' Compensation Insurance – as required by law.

- Employer's Liability Insurance - \$1,000,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance - \$1,000,000 with a deductible (if applicable) not to exceed \$5,000.00 per claim. The certificate of insurance shall reference any applicable deductible.
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured.

14. Price Proposal – MUST BE SUBMITTED IN A SEPARATE ENVELOPE

The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"** in a separate envelope properly labeled – PRICE PROPSAL to include the vendors name and the discipline in the manner required on said attachment form; there are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with **Form B-1** will not receive

evaluation points for the Price/Cost portion. The Price Proposal must contain all information required on the Price Proposal Schedule as follows:

1. Hourly rates by classifications listed on **Form B-1** (attach additional pages for additional classification if needed)

15. Additional Forms and Acknowledgments

- Form A-1 Proposer's Certification Form
- Form A-2 Certificate of Authority – Complete Applicable Form
- Form A-3 Non-Collusion Form
- Form A-4 Questionnaire
- Form A-6 Proposer's Disclosure of Sub consultants and Suppliers
- Attachment A Client Reference Form & Sample Questionnaire
- Form B-1 Price Proposal Schedule – Must be submitted in a separate envelope

Completed Response forms, including all required forms included with this RFQ. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response

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.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION
MAY DISQUALIFY PROPOSER.**

SECTION 4.0 EVALUATION CRITERIA

4.0 SELECTION CRITERIA

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the Procurement Director. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. Scoring proposals is based on a point total and not a percentage.

Awards shall be made to the responsible consultants whose qualifications are determined to be the most advantageous to the City.

4.1 TECHNICAL EVALUATION CRITERIA

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

Responses shall be evaluated based upon the following criteria and weight:

CRITERIA	POINTS
Qualifications / Experience: (Max 15 Points) Qualifications / Experience of the firm (Max 5 points) Qualifications / Experience of individuals and sub-consultants assigned to the project (Max 5 points) Qualifications / Experience of the Project Manager (Max 5 pts)	15
Experience: (Max 25 Points) Recent experience in similar work (Max 10 points) Verification and reference responses (Max 15 points)	25
Technical (Max 25 Points) Proposed approach and methodology – (Max 10 points) Understanding of the scope of work – (Max 10 points) Management Capabilities (Max 5 points)	25
Location Considerations (max 10 points) Local Business Preference (North Miami) (max 5 points) Location within the Tri-Counties – Dade (5), Broward (3), Palm Beach (2) (max 5 points)	10
Green Practices and Procedures (Max 5 Points) Firm's written Practices and Procedures or Policy on minimizing environmental impacts and reducing waste	5

Instituted 3-5 years (5 points)	
Instituted less than 3 years (3 points)	
Price Criteria	
Proposers proposed price	10
Total Maximum Points	100

Local Preference points will be added in accordance with City of North Miami Ordinance Section 7-141 & 7-151 "Local Preference".

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(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.

4.2 PRICE EVALUATION

After the evaluation of the technical proposals, the City will evaluate the price proposals of those proposers remaining in consideration.

The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

4.3 TERM OF CONTRACT

The proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

- A. The fixed term shall be for 3 years with an option to renew (OTR) for two additional 1 year period
- B. The City shall have the option to extend or terminate the Contract.

4.4 AWARD OF CONTRACT

A Contract (the "Contract" or Agreement") will be awarded to the pre-qualified Proposer(s) by the City Council based upon the minimum qualification requirements reflected herein. The City shall select, at most, five (5) firms for each professional category. Firms will not be limited to one discipline. Each selected firm shall enter into a multi-year contract with the City. As each project is identified, the selected

firms within the required discipline(s) will be requested to submit qualifications and shall be selected on a rotational basis ensuring equitable distribution of services.

The City reserves the right to execute or not execute, as applicable, a Contract with the pre-qualified Proposer(s) that is determined to be in the City's best interests. Such contracts will be furnished by the City, will contain certain terms as are in the City's best interests, and may be executed on a project by project basis.

4.5 UNAUTHORIZED WORK

The Successful Proposer(s) shall not begin work until a City Purchase Order is received. The Purchase Order(s) shall specify the price and period of time allotted for the completion of the work.

4.6 SELECTION COMMITTEE

The City will appoint a committee consisting of five (5) members which will include staff from multiple departments with the expertise appropriate for the evaluation of all technical aspects of the project. Consideration will be given to include individuals of diverse backgrounds (ethnicity and gender) to ensure that the committee is balanced.

4.7. PROPOSAL EVALUATION – SELECTION COMMITTEE

The City shall be the sole judge of its project requirements, as set forth in this solicitation, of the evaluation of all proposals submitted in response to this solicitation and of the final contract award(s), as successfully negotiated. The City's decision(s) shall be final. All proposals and prime respondents will initially be screened for responsiveness and responsibility criteria, as described in this solicitation.

Proposals and respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4, *Evaluation Criteria*. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the factors detailed under the technical category.

**FORM B-1
PRICE PROPOSAL**

CONSULTANT COMPENSATION RATES

1. Fee estimate for projects with a total budget project cost up to \$2,000,000 for project profiles as stated in the scope of projects:

Civil Engineering – Roads, Parking Lots, Utilities/Seawalls
Lump Sum of the Construction Cost _____ %

New Construction/Buildings
Lump Sum of the Construction Cost _____ %

Renovations/Buildings
Lump Sum of the Construction Cost _____ %

2. Hourly rate schedule for personnel including overhead and profit.

Principals \$ _____

Project Manager \$ _____

Consultant/Engineer \$ _____

CADD Operator \$ _____

Junior Consultant/Engineer \$ _____

Drafting \$ _____

Clerical \$ _____

Discount for on-site work _____ %

Sub-consultant @ cost + 5% overhead & 5% profit

No reimbursement for normal office procedures including but not limited to facsimiles, photo copies, regular postage, local mileage, blueprints and digital copies.

SECTION 5.0 CHECK LIST

This checklist is provided to help you conform to all form/document requirements stipulated in this RFQ and attached herein.

REQUIRED FORMS	<u>Submitted With Proposal</u>
Form A-1 Proposers Certification Form This form <i>must be completed, signed, and returned</i> with Proposal.	YES / NO
Form A-2 Certificate of Authority , to be completed, <i>signed</i> and returned with Proposal. <i>Complete applicable form only.</i> Affidavit of Authority (If Corporation) Affidavit of Authority (If Partnership) Affidavit of Authority (If Joint Venture) Affidavit of Authority (If Individual)	YES / NO
Form A-3 Non-Collusion Form	YES / NO
Form A-4 Questionnaire	YES / NO
Form A-6 Proposer's Disclosure of Subcontractors and Suppliers	YES / NO
Attachment A Tab "A" Client Reference Forms	YES / NO
Form B-1 Price Proposal	YES / NO
City of North Miami Vendor Registration Form	YES / NO

ATTACHMENT "A"

CLIENT REFERENCE FORMS
RFQ / RFP NO: 11-08-09
DISCIPLINE _____

The respondent must provide references for two (2) clients and one (1) client of the subcontractor or sub consultant team member for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three (3) years from bid submission. **Respondents are expected to provide information on each project by including these forms in their response.** If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

Respondents that have no proposed team members (i.e., subcontractors or sub consultants) to accomplish the proposed work shall submit references for three (3) clients.

A. Client #1

Name of firm to be contacted: _____

Address: _____

Contact Person: _____ **Phone No. (_____)** _____

Project Performance Period: _____ **to** _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

B. Client #2

Name of firm to be contacted: _____

Address: _____

Contact Person: _____ **Phone Number (_____)** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

Source: *Journal of the American Statistical Association*, 1997, 92, 1039-1052.

100

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ATTACHMENT "B"

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each proposal, contact two (2) clients and one client of the subcontractor or sub-consultant team.
2. City projects, proposed team members (subcontractors/sub-consultants) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times only.
4. Complete all calls within five (5) working days of receipt of proposals.
5. Ask each reference the same questions listed below and score appropriately.
6. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
7. Do not obtain another reference as a replacement for a non-responding reference.
8. Upon completion, return all questionnaires to the Procurement Manager for this project.

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person: Telephone Number: ()	Date of Contact:
Briefly describe the scope and size of the project performed by the contractor for your company.	
Overall, did the contractor adhere to the agreed upon schedule?	Yes = 2 points No = 0 points Score _____
Was the project completed within the overall budget?	Yes = 2 points No = 0 points Score _____
Were there delays in work progress due to unavailability of contractor personnel?	Yes = 0 points No = 1 point Score _____
Did the contractor provide satisfactory and timely responses to your requests for information?	Yes = 1 point No = 0 points Score _____
Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Yes = 1 point No = 0 points Score _____
Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal oversight?	Yes = 2 points No = 0 points Score _____
Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Yes = 2 points No = 0 points Score _____
Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Yes = 0 points No = 2 points Score _____
How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

Maximum points available for all questions: **15 Points** Total score for this respondent: _____

FORM "A-1"

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my proposal will remain firm for a period of up to 150 days in order to allow the City of North Miami adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of North Miami or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY: _____

Sworn to and subscribed before me
This _____ day of _____, 2009

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

() _____
Telephone Number Email Address

() _____
Facsimile Number

Notary Public

State of _____

FORM "A-2"

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____,
is _____ (title) _____ of _____ the
_____ (corporation described
herein) being duly sworn, deposes and says that he is familiar with the books or
the said corporation showing its financial position; that the foregoing statements
are a true and accurate statement of the financial position of said corporation as
of the date hereof; and, that the statements and answers to the interrogatories of
the foregoing experience questionnaire are correct and true as of the date of this
affidavit and, that he understands that intentional inclusion of false, deceptive or
fraudulent statements on this application constitutes fraud; and, that the City of
North Miami considers such action on the part of the applicant to constitute good
cause for denial, suspension or revocation of a existing work or contracts being
performed by the Contractor for the City of North Miami.

(Officer must also sign here)

Sworn to me before this _____ day of 20____,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his financial position as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of North Miami considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of North Miami, Florida.

(Applicant)

Sworn to me before this _____ day of 20____,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of North Miami considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of North Miami, Florida.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL

FORM "A-3"
NON-COLLUSIVE PROPOSAL CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared _____ (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the _____ of the corporation/partnership known and styles as _____, duly formed under the laws of the State of _____, on _____, 200____, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That _____ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the "Project" known as **ARCHITECTURAL AND ENGINEERING SERVICES – CONTINUING CONTRACT**, North Miami, Florida; to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That _____ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That _____ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That _____ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person which bids on the Project.

6. That no officer of _____ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the proposal opening.

By: _____

Its: _____
Authority Warranted

SWORN TO and subscribed before me this _____ day of _____, 200____.

Notary Public
My Commission Expires:

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER: CITY OF NORTH MIAMI

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Ruby Crenshaw-Johnson, Procurement Director via email at rcrenshaw@northmiamifl.gov or via facsimile: (305) 891-1015.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

	<u>Name</u>	<u>Address</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:_____
2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

Form "A-6"

**PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS**

RFQ NO. 11-08-09

DISCIPLINE _____

Team Composition Plan

* Please provide the following for tracking purposes only:

Business Association	Business Name	Business Address	Business Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American B = African American W = American Woman
H = Hispanic American N = Native American L = Local Vendor (North Miami)

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
SERVICES AGREEMENT**

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and _____, a _____ with a principal business address of _____ ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, the City desires to retain experienced, licensed and insured architectural/engineering firms to provide on a continuing, as-needed basis, professional architectural/engineering consulting, design, permitting, planning and specification services, including final construction plans, technical specifications, construction estimates and other related services ("Services") as specified in the City's **Request for Qualifications No. 11-08-09 Professional Architectural & Engineering Services** ("RFQ"); and

WHEREAS, the RFQ was undertaken in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, Contractor submitted its sealed qualifications and was subsequently selected by the City administration as the most qualified for the provision of Services; and

WHEREAS, the Contractor possesses all necessary qualifications and expertise to perform the Services and has expressed the capability and desire to perform the Services; and

WHEREAS, on _____, the City Council of the City of North Miami, passed and adopted Resolution No. _____, approving the selection of Contractor and authorized the City Manager to negotiate and execute an agreement for the provision of Services; and

WHEREAS, the Parties agree to enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1
RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's Request for Qualifications No. 11-08-09 Professional Architectural & Engineering Services, incorporated herein by reference;

2.1.2 Contractor's qualifications in response to the RFQ, dated _____, _____ ("Qualifications"), attached hereto as Exhibit "A";

2.1.3 The Work Order issued by the City to Contractor pursuant to the RFQ, attached hereto as Exhibit "B";

2.1.4 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Contractor was responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Contractor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The time for performance of Services under this Agreement shall commence on the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than TBD, unless sooner terminated by the City. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final

completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate legal remedies.

3.2 Contractor shall submit for the City's approval a schedule for the performance of the Services which shall be consistent with the time period established in section 3.1 above.

3.3 The City shall have the option to renew this Agreement for TBD additional one-year terms in accordance with the RFQ. Should Contractor not desire to renew the Agreement with the City, the Contractor shall provide the City with a written notice of non-renewal at least sixty (60) days prior to the expiration date of the Agreement.

ARTICLE 4 **COMPENSATION**

4.1 The Contractor shall be paid an amount not to exceed TBD, as full compensation for Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The Contractor shall be entitled to invoice the City for payment, upon completion of Services. The Contractor shall submit an original invoice in duplicate to the City. This will be considered the official request for payment. The invoices shall include the following information:

- 4.2.1 Date the work was initiated and completed;
- 4.2.2 Invoice must contain the Agreement number; and
- 4.2.3 Amount due.

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 **SCOPE OF SERVICES**

5.1 The Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 The Contractor agrees to furnish and pay for all management, supervision, labor, materials, tools, equipment supplies and services of every kind and type necessary to diligently, timely, and fully perform and complete the Services in the manner required by the Contract Documents.

5.3 The Contractor shall consult with the City, research applicable design criteria, attend meetings with the City and issue progress reports, as may be required by the Work Order.

5.4 The Contractor shall prepare and periodically update a project schedule that shall identify milestone dates, for the City's review and improved decision making ability.

5.5 The Parties agree that the City, without invalidating this Agreement, may order changes within the general scope of services to be performed by altering, adding to and/or deducting from the Services to be performed. Except for a change due to the fault of Contractor, if any changes under this clause cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work Order under this Agreement, an equitable adjustment shall be made by a Change Order.

5.6 The Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.7 The Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.8 If necessary, the Contractor shall visit the worksite and become familiar with the local conditions under which the Services are to be performed.

ARTICLE 6

CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7

INDEPENDENT CONTRACTOR

7.1 The Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 **SUBCONTRACTORS**

8.1 The Contractor may subcontract certain items of work to one or more persons or entities with the prior written consent of the City. The Contractor shall furnish, in writing to the City, the names of persons or entities proposed to do work for Contractor. The City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. The Contractor shall not contract with a proposed person or entity to which the City has made a reasonable objection. If City objects to a person or entity proposed by Contractor, the Contractor shall propose another to whom the City has no objection.

8.2 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

8.3 Contractor shall be fully responsible to the City for all negligent acts and omissions of the Subcontractors, or by any person directly or indirectly employed by its Subcontractors.

8.4 Nothing contained in the Contract Documents shall create a contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

8.5 All work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents.

ARTICLE 9 **DEFAULT**

9.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event

partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

9.2 An event of Default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of Default shall include, but not be limited, to the following:

9.2.1 Contractor has not performed Services on a timely basis in accord with Contract Documents;

9.2.2 Contractor has refused or failed to supply enough properly skilled personnel;

9.2.3 Contractor has failed to obtain the approval of the City where required by this Agreement;

9.2.4 Contractor has failed in any representations made in this Agreement; or

9.2.4 Contractor has refused or failed to provide the Services as defined in this Agreement.

9.3 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

ARTICLE 10

FURTHER ASSURANCES

10.1 When, in the opinion of the City, reasonable grounds for uncertainty exists with respect to Contractor's ability to perform any portion of Services required by this Agreement, the City may request that the Contractor, within a reasonable time period, provide adequate assurances to the City in writing of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

ARTICLE 11

ENGINEER'S ERRORS AND OMISSIONS

11.1 The Contractor shall be responsible for technically deficient designs, reports, or studies due to Contractor's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 12 INDEMNIFICATION

12.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

12.2 Contractor agrees to indemnify and hold harmless and pay on behalf of the City, any liability and/or legal costs arising out of any claims 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 Services provided by Contractor.

ARTICLE 13 INSURANCE

13.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall

furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 14

EXAMINATION OF RECORDS

14.1 Contractor will keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation will be retained by Contractor for a minimum of three (3) years from the date of final payment or from the date Services are completed, whichever is later. The City, or any duly authorized agent or representative of the City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above. The cost of said audit shall be borne by the City including reasonable cost of reproduction, personnel or materials as maybe necessary for compliance with audit request.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

15.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within 10 days from the date the Agreement is terminated.

15.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

ARTICLE 16

NOTICES

16.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when

dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor:

For the City:

City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to:

City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

ARTICLE 17
AWARD OF AGREEMENT

17.1 The Contractor warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, or gift of any kind contingent upon or resulting from the award of this Agreement.

ARTICLE 18
CONFLICT OF INTEREST

18.1 The Contractor covenants that no elected official, civil servant, employee, or agent who presently exercises any functions or responsibilities on behalf of the City, has any personal financial interest, direct or indirect, with the Contractor. The Contractor further covenants that in the performance of this Agreement, no person having any such conflicting interest shall be employed by the Contractor.

ARTICLE 19
GOVERNING LAW & VENUE

19.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 The duties and obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any person or firm unless the City shall first consent in writing to the assignment.

20.2 The Contractor shall pay any applicable sales, consumer, use or other taxes and fees as required by law.

20.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

20.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

20.5 The Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations of federal, state and local governments, as they may be amended from time to time.

20.6 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

20.7 The professional Services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

20.8 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

20.9 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

_____,

"Contractor"

By: _____
Print Name:

Title:

By: _____
Print Name:

Title:

ATTEST:

City of North Miami, a Florida municipal
Corporation:
"City"

By: _____
Alix Desulme
City Clerk

By: _____
Clarence Patterson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
V. Lynn Whitfield
City Attorney