

REQUEST FOR QUALIFICATIONS



<b>RFQ NO:</b>	<b>RFQ-2016-08</b>
<b>TITLE:</b>	<b>NMB WATER OPERATIONS, MAINTENANCE, AND PROGRAM MANAGEMENT SERVICES</b>
<b>ADVERTISEMENT:</b>	<b>NOVEMBER 18, 2016</b>
<b>SUBMISSION DUE DATE:</b>	<b>JANUARY 5, 2017 TIME: 2:00PM</b>
<b>SUBMIT TO:</b>	<b>PROCUREMENT MANAGEMENT DIVISION ATT: JOEL WASSERMAN, CPPO 17011 NE 19TH AVE, STE 315 NORTH MIAMI BEACH, FL 33162</b>
<b>1<sup>ST</sup> REVIEW COMMITTEE MEETING</b>	<b>JANUARY 19, 2017 TIME: 2:00PM CITY HALL 2<sup>ND</sup> FLOOR</b>
<b>2<sup>ND</sup> REVIEW COMMITTEE PRESENTATIONS/RANK</b>	<b>FEBRUARY 2, 2017 TIME: 2:00PM CITY HALL 2<sup>ND</sup> FLOOR</b>
<b>COUNCIL AUTHORIZATION TO NEGOTIATE</b>	<b>FEBRUARY 21, 2017 TIME: 7:30PM CITY HALL 2<sup>ND</sup> FLOOR</b>
<b>FORECASTED COUNCIL APPROVAL</b>	<b>MARCH 21, 2017 TIME: 7:30PM CITY HALL 2<sup>ND</sup> FLOOR</b>

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## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** Bid deposit or guarantee. A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Everyday shown on the calendar.

**Change Order:** A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Council.

**Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Manager:** North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose bids or statement of qualification is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work. In RFQ documents the contractor is the consultant.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**City of North Miami Beach:** A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

**City Manager:** The Manager of the City of North Miami Beach, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

**Department:** NMB Water (formally known as the City of North Miami Beach Public Utilities Department and the City of North Miami Beach Customer Services Department, now combined and renamed).

**Director:** The Director of NMB Water or designee.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Administrator.

**Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the City of North Miami Beach.

**Performance and Payment Bonds:** Bonds executed by the Contractor and their Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Proposals:** For the purpose of this RFQ, "Proposals" may be referred to interchangeably as "Proposal", "Responses", and/or "Qualifications".

**Proposer:** For the purposes of this RFQ, proposers to the RFQ may be referred to as "Proposers", "Respondents" and/or "Responders" interchangeably.

**Request for Qualifications:** shall be "RFQ" and may also be referred to interchangeably as "Proposal", "Responses", and/or "Qualifications".

**Respondent:** For the purposes of this RFQ, respondents to the RFQ may be referred to as "Proposers", "Respondents" and/or "Responders" interchangeably.

**Responder:** For the purposes of this RFQ, responders to the RFQ may be referred to as "Proposers", "Respondents" and/or "Responders" interchangeably.

**Responses:** For the purpose of this RFQ "Responses" may be referred to interchangeably as "Proposal", "Responses", and/or "Qualifications".

**Qualifications:** For the purpose of this RFQ "Qualifications" may be referred to interchangeably as "Proposal", "Responses", and/or "Qualifications".

**Scope of Service:** Document which details the work/service to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's

Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

## **1.2 INSTRUCTIONS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit responses. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders a Vendor Application must be completed. For information and to apply as a vendor, please visit our website at [www.citynmb.com](http://www.citynmb.com) to download an application and submit it to Procurement Management Division, 17011 NE 19th Ave, Ste 315, North Miami Beach, FL 33162. To get document, specifications and updates go to [www.citynmb.com](http://www.citynmb.com).

For Policies and Procedures Manual go to: [http://www.citynmb.com/index.asp?Type=B\\_BASIC&SEC={6C75A32F-376C-41B9-81DA-1AF7FB12DBBF}&DE={A12FF13F-CD7A-43B8-9B64-A1CACAA04C3E}](http://www.citynmb.com/index.asp?Type=B_BASIC&SEC={6C75A32F-376C-41B9-81DA-1AF7FB12DBBF}&DE={A12FF13F-CD7A-43B8-9B64-A1CACAA04C3E})

## **1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION**

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or RFQ.

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all RFQ solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Respondent's facsimile number. The request may also be electronically mailed to [bids@citynmb.com](mailto:bids@citynmb.com) or mailed to Procurement Management Division, 17011 NE 19th Ave, Ste 315, North Miami Beach, FL 33162.

During Cone of Silence the following is prohibited: Any communication regarding this RFQ between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Council, the City Manager and his or her staff. All communication regarding this RFQ should be sent in writing only to the Procurement Management Division at [bids@citynmb.com](mailto:bids@citynmb.com).

## **1.4 RESPONDENTS' RESPONSIBILITIES**

Respondents are required to submit their proposals upon the following express conditions:

- A. Respondents shall thoroughly examine the schedules, instructions and all other RFQ documents. Respondents shall visit the site of the work and examine the facilities, and it will be assumed that the Respondent has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the facilities.
- B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of services as required by the RFQ. No plea of ignorance, by the respondents, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the RFQ documents, will be accepted as a basis for varying the requirements of the City. In the event Respondent discovers any apparent error or discrepancy, immediately call it to the attention of the City's Project Manager or the Chief Procurement Officer for interpretation or decision, and such decision shall be final.
- C. Respondents are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State and Federal Statutes.

## **1.5 SUBMISSION OF QUALIFICATIONS**

- A. Qualifications and Addenda thereto shall be enclosed in sealed envelopes addressed to the Chief Procurement Officer, Joel Wasserman, City of North Miami Beach, 17011 NE 19th Ave, Ste 315, North Miami Beach, FL 33162. The name and address of the Respondent, the RFQ number, the date and hour of the RFQ opening, and the RFQ name shall be placed on the outside of the envelope.
- B. SOQs must be submitted on the forms furnished. E-mailed and facsimile submittals will not be considered. Submittal shall be dated and time stamped in the City of North Miami Beach Procurement Management Division office prior to submittal opening. Respondents shall have sole responsibility of insuring delivery of submittals on time and to the proper location.
- C. Respondents requesting a copy of the ranking shall include a stamped, self-addressed envelope.
- D. Submittals should be submitted with one original and ten (10) hard copies. Please include in your proposal package a CD or USB flash drive containing a copy of the entire original submission.

## 1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the RFQ submittal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFQ solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the respondent's responsibility to ensure receipt of all addenda and any accompanying documents. Respondent(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Qualifications. Failure to include signed formal Addenda in its submittal shall deem the submittal non-responsive provided, however, that the City may waive this requirement in its best interest.

## 1.7 REJECTION OF RFQ

**The City may, at its sole and absolute discretion, reject any and all parts of any and all responses without prejudice or liability;** re-advertise this RFQ, postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any responses received as a result of this RFQ.

## 1.8 MODIFICATION/WITHDRAWAL OF RESPONSES

A Respondent may submit a modified response to replace all or any portion or a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered. Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFQ due date, or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the RFQ due date and before said expiration date, and letters of withdrawal received after the contract award will not be considered.

## 1.9 CONFLICTS WITHIN THE RFQ SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Description of Services, the Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Submittal Section, the Description of Services, the Special Conditions, and then the General Terms and Conditions.

## 1.10 QUESTIONS REGARDING PRE- QUALIFICATION

Any questions regarding the solicitation shall be addressed to the Chief Procurement Officer, Procurement Management Division, City of North Miami Beach, via e-mail at bids@citynmb.com or in writing to 17011 NE 19th Ave, Ste 315, North Miami Beach, FL 33162.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Respondents by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the Respondent from any obligations under this RFQ.

## 1.11 CLARIFICATION, OBJECTION, ERROR OR DISCREPANCY

If any person contemplating submitting a response is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before ten (10) calendar days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the ranking of the Respondents. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the Chief Procurement Officer five (5) calendar days prior to scheduled opening.

## 1.12 COMPETENCY OF RESPONDENTS

- A. Pre-award inspection of the respondent's facility may be made prior to the award of contract. Submittals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this package; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this package or otherwise.

## 1.13 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City:

Joel Wasserman, CPPO  
Chief Procurement Officer  
Procurement Management Division  
17011 NE 19th Ave, Ste 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946 Fax: (305) 957-3522  
Email: bids@citynmb.com

To the Respondent:

Notices will be sent to the contractor at the physical address, e-mail address, fax numbers and to the person listed in the Respondent's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### **1.14 AWARD OF RFQ/SELECTION PROCESS**

Selection of the firm or individual will be made in accordance with Florida Statutes, Section 287.055 -Consultants' Competitive Negotiations Act.

#### **1.15 PROTESTS**

- A. Right to protest. Any Respondent or interested parties (hereinafter collectively referred to as the "Respondent") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFQ may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFQ.
1. Any protest concerning the RFQ specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for in Section 1.13, *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
  2. Any protest after the response opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Council for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Respondents shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Council.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFQ.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFQ in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of

the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFQ unless a written determination is made by the City Manager, that the award pursuant to the RFQ must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time the City Manager's written recommendation for award of the RFQ is presented at a meeting of the Mayor and City Council, the City Attorney, or designee, shall present a report to inform the Mayor and City Council of any legal issues relative to any protest filed in connection with the RFQ in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.**

#### **1.16 AGREEMENT/CONTRACT**

The awarded Respondent will be required to execute an Agreement/Contract as a condition of award. A sample term sheet has been included in Section 3.4 Preliminary Term Sheet for Agreement for NMB Water Operations, Maintenance, and Program Management Services.

#### **1.17 DISQUALIFICATION OF RESPONDENTS**

Respondents may be disqualified temporarily or permanently and the response rejected for:

- A. Poor performance or default, in the City's opinion, on previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.
- D. Failure, in the City's opinion, to meet other specified requirements as described in this RFQ.

#### **1.18 SUBCONTRACTING**

Refer to Section 2.3 Use of Subcontractors.

#### **1.19 ASSIGNMENT**

The successful Respondent shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

#### **1.20 FRAUD AND MISREPRESENTATION**

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.21 COLLUSION**

The Respondent, by affixing their signature to this submittal, agrees to the following: "Respondent certifies that his/her response is made without previous understanding, agreement, or connection with any person, firm or corporation, making a response for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### **1.22 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a response, the Respondent, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

### **1.23 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed RFQs and Proposals become subject to this statute, notwithstanding Respondents or Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after submittal or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure, as provided in Florida law. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Respondents are hereby notified and agree that all information submitted as part of, or in support of submittals will be available for public inspection after opening of submittals in compliance with Chapter 119, *Florida Statutes*. The Respondent shall not submit any information in response to this invitation which the Respondent considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Respondent. In the event that the Respondent submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the submittal as protected or confidential, the City shall endeavor to redact and return that information to the respondent as quickly as possible, and if appropriate, evaluate the balance of the response. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

### **1.24 INFORMATION**

Further information, if desired, may be obtained from the Chief Procurement Officer, 17011 NE 19<sup>th</sup> Ave, Ste 315, North Miami Beach, FL 33162, Telephone (305) 948-2946.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Management Division at least ten (10) calendar days prior to the date and time of the RFQ opening. They must be emailed to [Bids@citynmb.com](mailto:Bids@citynmb.com).

### **1.25 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In accordance with Chapter 725, *Florida Statutes*, the Respondent shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Respondent or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Respondent shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Respondent expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Respondent shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

### **1.26 COPELAND "ANTI-KICKBACK"**

Respondent and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.27 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

### **1.28 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.29 DRUG-FREE WORKPLACE PROGRAM**

Respondents are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any

extensions thereof. Respondents shall complete and submit a copy of the attached form and a copy of the program with their response.

### **1.30 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Respondents shall sign and submit a form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form may result in the response being declared non-responsive; provided, however, that Respondents may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.31 COMPLIANCE WITH LOBBYIST LAWS**

All Respondents shall be subject to the City of North Miami Beach Lobbyist Registration Requirements, as amended. Respondent shall ensure all Lobbyist Registration Requirements are complied with, and shall be subject to any and all sanctions, as prescribed, in addition to disqualification of the response, in the event of non-compliance.

### **1.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this RFQ that the submission of any response to this advertised request constitutes a RFQ made under the same terms and conditions, for the qualifications, to other government agencies if agreeable by the Respondent and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this solicitation and subsequent contract award.

### **1.33 GREEN PROCUREMENT POLICY**

Respondents shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

### **1.34 INSURANCE REQUIREMENTS**

Upon City's notification, the respondent shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below and in the Special Conditions Section 4.9.

- A. Worker's Compensation Insurance for all employees of the Respondent as required by Florida Statute 440;
- B. General Liability Insurance on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. **The City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach, 17011 NE 19th Ave, North Miami Beach, FL 33162, as the certificate holder, must appear on the certificate of insurance;**
- C. Environmental Liability with minimum limits of \$5,000,000 per claim and \$10,000,000 annual aggregate;
- D. Umbrella/Excess Liability of at least \$20,000,000 per occurrence and in the aggregate;
- E. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- F. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

Respondents must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Respondent. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.**

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the respondent of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Respondent to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Respondent shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Respondent fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Respondent shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

**1.35 CITY WEBSITE**

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement and Contract Services Division's "Bid's & RFP's" page, which can be found at: [www.citynmb.com](http://www.citynmb.com).

**1.36 DISCLAIMER**

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all submittals; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or, waive any formalities of or irregularities in the process. Responses that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, respondent(s) submitting qualifications that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the RFQ, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this RFQ constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFQ. In all cases the City of North Miami Beach shall have no liability to any respondent for any costs or expense incurred in connection with this RFQ.

**1.37 CONFIDENTIALITY**

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a response, Respondent acknowledges that the materials submitted with the response and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its response.

**1.38 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Respondent warrants that it will review the City's requirements and will ask such questions and conducted such other inquiries as the Respondent deemed necessary in order to determine the price the Respondent will charge to provide the Work and Services to be performed under this Contract.

All Services undertaken by the Respondent before City's approval of this Contract shall be at the Respondent's risk and expense.

**1.39 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### **1.40 PROPRIETARY RIGHTS**

- A. The Respondent hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Respondent hereunder or furnished by the Respondent to the City and/or created by the Respondent for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Respondent as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Respondent shall not, without the prior written consent of the City, use such documentation on any other project in which the Respondent or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Respondent to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Respondent and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Respondent nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Respondent, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Respondent's performance hereunder.

#### **1.41 BUSINESS APPLICATION AND FORMS**

The Respondent shall be a registered vendor with the City Procurement Management Division for the duration of this Agreement. It is the responsibility of the respondent to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

#### **1.42 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Respondent agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to the Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to the Contract.
- C. Environmental Protection Agency (EPA), as applicable to the Contract.
- D. South Florida Water Management District, as applicable to the Contract.
- E. Florida Department of Environmental Protection, as applicable to the Contract.
- F. Florida Department of Health in Miami-Dade County, as applicable to the Contract.
- G. Miami-Dade County Regulatory and Economic Resources Department, as applicable to the Contract.
- H. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- I. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code, and Ordinance 01-199.
- J. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- K. Notwithstanding any other provision of this Agreement, Respondent shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Respondent, constitute a violation of any law or regulation to which Respondent is subject, including, but not limited to, laws and regulations requiring that Respondent conduct its operations in a safe and sound manner.

#### 1.43 DISCRIMINATION/NONDISCRIMINATION

- A. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- B. During the performance of this Contract, Respondent agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Respondent attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Respondent or any owner, subsidiary or other firm affiliated with or related to the Respondent is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Respondent was not in violation at the time it submitted its affidavit.

#### 1.44 CONFLICT OF INTEREST

Respondent represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Respondent in this Agreement. This Agreement is entered into by the Respondent without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Respondent directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Respondent or to the best of the Respondent's knowledge, any subcontractor or supplier to the Respondent.
- C. Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest which is in conflict with the respondent's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the respondent provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. Section 2-11.1(d) of the Miami-Dade County Code, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593
- E. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- F. Notwithstanding Section 2.5 *Organizational Conflicts of Interest*, Conflicts of interest shall be governed by Section 2-11.1 of the Miami-Dade County Code. Any questions regarding conflict of interest shall be submitted by the Respondent prior to the Submittal Deadline provided for herein, to the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, FL 33130, Attn. Joseph Centorino, Executive Director,

for evaluation as to any possible conflict of interest, and copied to Attn. Jose Smith, City Attorney, 17011 N.E. 19<sup>th</sup> Avenue, 4<sup>th</sup> Floor, North Miami Beach, FL 33162 and email [josesmith@citynmb.com](mailto:josesmith@citynmb.com). Determinations by the City Attorney shall be deemed final.

#### **1.45 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Respondent, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Respondent first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Respondent or such parties has been approved or endorsed by the City, except as may be required by law.

#### **1.46 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the respondent has with the City, the Respondent becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law.

#### **1.47 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.48 SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the respondent and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.49 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Respondent, which are assigned by a person designated as authorized to bind the Respondent, will be recognized by the City as duly authorized expressions on behalf of Respondent.

#### **1.50 NO CONTINGENT FEES**

Respondent warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Respondent to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### **1.51 E-VERIFY**

Respondent acknowledges that the City may be utilizing the Respondent's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Respondent shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by respondent during the Agreement term. The Respondent is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Respondent acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### **1.52 ANNEXATION**

Respondent agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas

annexed into the City.

### **1.53 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 AWARD OF CONTRACT**

Respondent submitting qualifications must be regularly engaged in the trade or trades relating to the proposed projects.

### **2.2 USE OF SUBCONTRACTORS**

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

### **2.3 SUPERVISION**

The Respondent is to be responsible for their employees and Subcontractors, and for compliance with all laws and ordinances governing their work. He/she shall be responsible for the accuracy of the laying out and giving their personal superintendence to the work. He/she shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the City. He/she shall at all times take proper precautions to protect their work from damage and disfigurement until accepted.

### **2.4 ORGANIZATIONAL CONFLICTS OF INTEREST AND ADVANCE RESTRICTIONS**

The City, adopts the provisions of this Section to govern **potential** conflicts of interest. It is the policy of the City, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the City's contracting for the Project and to protect the business interests of the City thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, Miami-Dade County Code of Ethics.

An organizational conflict of interest is a situation in which a person: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the City in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance) and the person has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing Work under the Contract, the person may be improperly influenced by its own interests rather than the best interest of the City, or (b) would have an unfair competitive advantage in a City competitive solicitation as a result of having performed work on a City contract that put the person in a position to influence the result of the solicitation.

Any person's: (a) execution of the comprehensive agreement solicited under this process, or the agreement to perform any portion of the work thereunder or (b) making any claim for payment thereunder, constitutes such person's certification to the City that the person does not have knowledge of any organizational conflicts of interest to exist in performing the work under the Service Contract. False certifications may be considered a material breach of the Service Contract and the person may be liable to the City for a false claim under Miami-Dade County's False Claim Ordinance. At any time in anticipation of awarding the Contract, or during the performance of the Contract, the City may require the person to execute an express written certification that after diligent inquiry the person does not have knowledge of any organizational conflict of interest. The City may also require the person to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the Contract.

**Identification of organizational conflict of interest.** The person shall be obligated to disclose to the City any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the Service Contract specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the City's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Miami-Dade County Commission on Ethics and Public Trust (COE). The person's failure to identify an organizational conflict of interest, or to disclose the same to the City in the manner set forth in this Section, may be considered a material breach of the Contract. Each solicitation shall also require Respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances

where the person offers to use the same subcontractors or subconsultants which firms are engaged in other contracts related to the Project where such use is not specifically prohibited by the advance restrictions set forth below. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the City as a criterion for selection as set forth in the applicable competitive solicitation documents.

**Addressing organizational conflicts of interest.** The City will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The City Manager, with the City Attorney and the assistance of such other persons as she/he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The City shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the City must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the City's business interests, then the City shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the City's interest is outweighed by the expected benefit from having the conflicted person perform the Contract.

**Measures to address organizational conflicts of interest:** The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the City Manager and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the person or its subcontractors or subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the subcontractor, subconsultant or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific duties to mitigate organizational conflicts of interest, (g) requiring persons who are conflict free to perform identified areas of work, (h) requiring the person to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

**Documentation and evaluation:** The City Manager will set forth in the Contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The City shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the COE.

**Organizational conflicts of interest which are not remedied:** If in the sole discretion of the City there is no measure or combination of measures which protect the City against the organizational conflict of interest, then the person may not perform the subject work. The City may in its discretion, if pre-award, decide not to award the Contract to the affected person, and following award, terminate the Contract, or portion of the Contract, which the person has materially breached because of such inability to perform.

## **2.5 COSTS INCURRED BY PROPOSERS/COST REIMBURSEMENT**

- A. All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Respondent(s), and shall not be subject to reimbursement by the City. Further, in the event of short-listing of Responses, short-listed Respondent shall be solely responsible for any and all costs associated with negotiations of the Agreement and any other expenses related to negotiations.
- B. Short-listed Respondents **shall reimburse the City for any reasonable attorney's fees and related costs incurred by the City for outside counsel's review and negotiation of the NMB Water Operations, Maintenance, and Program Management Services Agreement**, including related agreements, not to exceed reasonable amounts, as mutually agreed upon by the Parties (which counsel shall be selected and approved by the City Attorney).

## SECTION 3.0 DESCRIPTION OF SERVICES

### 3.1 PURPOSE AND INTENT

Pursuant to Section 287.055, Florida Statutes, the City of North Miami Beach (CITY) invites qualified firms to submit a statement of qualifications to provide Program Management, Operations & Maintenance Services to the CITY's water and wastewater utility (NMB Water) in response to this Request for Qualifications (RFQ).

The City intends to use the Statement of Qualifications (SOQs) submitted in response to this RFQ to rank order the Respondents according to the most qualified and to then initiate contract negotiations with the top ranked Respondent. An opportunity will be provided for the most qualified firm to review all pertinent utility operational records and data and to conduct thorough on-site assessments and evaluations during the contract negotiations phase of the selection process; timelines for completion of the process will also be determined during the contract negotiations. **The City envisions that the selected Respondent will transition all existing NMB Water staff to become employees of the Respondent upon contract signing** except for the Director of NMB Water, Deputy Director of NMB Water, Senior Project Manager, and Assistant to the Director positions, and additional staff as determined by the City.

The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Respondent. The selected Respondent shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

The qualifications and selection of the firm shall be in accordance with s. 287.055, *Florida Statutes*.

The selected Respondent must be currently licensed in all relevant areas including, but not limited to, water/wastewater operations/maintenance and professional engineering in the State of Florida, as required by law.

### 3.2 SCOPE OF SERVICES

The scope of services includes the contract operation, maintenance & management of the City's water and wastewater utility (NMB Water), and program management (the development, management, implementation, and execution of NMB Water's capital improvement plan).

This scope includes, but is not limited to, the services outlined in Section 3.1 *Purpose and Intent* and herein.

Services to be provided include, but are not limited to, operations, maintenance, management, deployment, development and implementation of updates and capability enhancements for the 32 MGD Norwood Water Treatment Plant (WTP) including lime softening, reverse osmosis and nanofiltration treatment processes, one (1) pump station, three (3) finished ground water storage tanks, Biscayne and Floridan wellfields, water quality laboratory and laboratory information management system (LIMS), plant and field mechanical/electrical/telemetry maintenance including supervisory control and data acquisition (SCADA) system, approximately 550 miles of potable water transmission and distribution lines, a wastewater collection system with approximately 110 miles of collection mains and 33 lift stations (wastewater is conveyed to and treated by the Miami-Dade County Water & Sewer Department), NMB Water building facilities management, warehouse(s) operation, maintenance of all fleet/rolling stock/equipment/machinery (some or all of which may be subcontracted), planning and engineering services (including development review, permitting, capital program management, inspections, regulatory compliance, geographic information system (GIS), hydraulic modeling, computer aided design (CAD), capital improvement program (CIP) management, various planning efforts including master planning/water supply planning/long range/service area planning, condition assessment, and design), meter reading, advanced metering infrastructure (AMI) system, customer service and customer information system (CIS), customer outreach/water conservation, billing and utility billing (UB) system, cashiering, computerized maintenance management system (CMMS), asset management system (AMS), rehabilitation and replacement (R&R) program and routine expenditures, security, procurement services (for operations, maintenance, R&R, and the capital program), document control and records management, financial analysis and reporting, information technologies support (including deployment, oversight and maintenance of various utility systems, e.g. AMS, CMMS, LIMS, SCADA, telemetry, security, etc.), safety/risk management, employee/management training/development, benchmarking of key performance and other measures, and other functions detailed in this RFQ, and other services as may be required by the City.

The selected Respondent shall perform all activities associated with operation, maintenance and program management in accordance with all existing and future regulatory requirements given reasonable time to conduct evaluations, make changes and improvements, and the assurance that the City will provide the requisite funding needed to implement operations, maintenance, capital and other improvements necessary to achieve compliance with emerging regulations. Services shall be provided in a safe, secure, effective, and efficient manner and shall be in full compliance with all applicable laws, rules, and regulations.

**The City intends to provide functions including, but not limited to the following: oversight for the selected Respondent; policy development; and setting of rates and charges for services to customers.**

Additional services include, but are not limited to, the following; Staffing shall provide a sufficient number of supervised staff for all aspects of facility management, operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues. **The Respondent shall provide all existing employees of the City's NMB Water organization an opportunity to apply for positions with the selected vendor.** Respondent shall also provide a Program Manager, Supervisory Staff, and other positions described herein. All technical and supervisory positions shall meet and/or exceed the certification/licensing requirements as set forth in the State of Florida statutes governing such positions including, but not limited to, engineers, plant operators, chemists, water and sewer main repair technicians and heavy equipment operators.

Vehicles -- Respondent shall furnish and maintain rolling stock to carry on daily operations. Respondent shall also be responsible to provide fuel for these vehicles.

Building and Equipment -- Respondent shall be responsible for maintaining the Water Plant, Water Booster Stations, all conveyance and distribution lines, all lift stations, all fire hydrants, and any other land, buildings, improvements and permanent equipment that are part of the utility system. Equipment repair and maintenance shall be performed by the Respondent in accordance with manufacturer's recommendations, and the Respondent will be required to provide proof thereof to the satisfaction of the City.

Supply and Inventory Control -- Respondent shall be required to assist the Contract Manager with the procurement and inventory control of all supplies, chemicals, and materials required to operate and maintain the utility system. Respondent shall be responsible for the safe storage of all materials and equipment. The Respondent will be required to provide a formal theft prevention plan.

Facility Maintenance -- Respondent shall clean all maintenance buildings and all restroom facilities, on a daily basis.

Laboratory Services -- Respondent shall provide laboratory and analytical services to include sampling Laboratory Services.

SCADA/Telemetry -- Respondent shall maintain the current telemetry system in all locations. All software and hardware for the SCADA/telemetry system shall remain the property of the City.

Regulatory Requirements -- the Respondent shall be responsible for satisfying the State of Florida regulatory requirements and for operating, maintaining, and managing the utility system in compliance with all other applicable local, state, and federal laws and regulations. Responsibilities shall include reporting to the regulatory agencies; all reports will be reviewed and signed by the City's designated representatives.

Emergency Plan -- the Respondent shall be required to provide a detailed emergency operation plan/call-out procedure to cover after hour emergency repairs and hurricane staffing. In the event the City is presented with an emergency situation (e.g. hurricanes, etc.), the Contractor must provide labor to properly secure the utility system and provide support during and post emergency event.

The City reserves the right to reduce or expand the scope of services throughout the contract period with the selected Respondent.

### **3.3 CONTRACT SERVICES**

The Agreement will provide for the fees for services, which selected firm shall charge the City.

The City may, at its discretion, desire to examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared or presented by the selected firm, obtain the advice of an attorney, fiscal consultant, insurance counselor, or others as deemed appropriate, and it shall render decisions pertaining thereto within a reasonable time so as not to delay the services of the Respondent.

The City and the selected Respondent each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this contract. The selected Respondent shall not assign, subcontract, or transfer its interest in this contract without the express written consent of the City.

The portion of the services to be provided by the selected Respondent for integrated Capital Program Management as part of the Agreement include, but are not limited to, the following:

#### **1. Establish Program Scope**

Collect data from NMB Water's Master Plan, Condition Assessments, Capital Improvement Plan, and other applicable plans; identify program projects and compile and present information in a comprehensive format.

## **2. Program Reporting**

Establish Program Reporting format including developing appropriate level reports suitable for distribution to City management, and when appropriate to the Public Utilities Commission (PUC), Mayor/City Council, and to the Public. Provide reports monthly, quarterly, annually, or at other frequency as determined by City.

## **3. Program Scheduling Services**

Prepare an overall program schedule to include all projects and validate project schedules from project implementation status including all design, permitting, procurement and construction and commissioning requirements. Conduct initial validation and prioritization of the program projects and follow up with annual or semi-annual program validation and prioritization as requested by the City. Generate individual project schedules as requested by the City. Develop, review, and monitor program schedules at various levels appropriate to the required management level. Identify and analyze dependencies, controls, and interfaces between projects, with other operational activities, and with external projects by other governmental agencies. Review and monitor design and construction schedules. Provide schedule reporting and analysis services at the appropriate management level.

## **4. Program Budget and Funding Tracking**

Provide program level cost and trend management services, including: Implementation of a cost management software tool. Maintain accurate cost data from all NMB Water consultants, subconsultants, contractors, subcontractors, and other vendors; inform the City when the aforementioned fail to provide required cost data. Provide a wide range of construction cost estimates, including conceptual, and budgetary, estimates. Establish cost management system in alignment with, and supportive of, City budgeting and accounting requirements and systems. Establish, review, and support management of appropriate owner's contingencies. Provide budget and funding report services, documenting sources of funds and cash flow projections for each project. Develop and maintain procedures to forecast project and program costs and advise City of budget issues. Assist City staff in the identification of funding sources as well as the preparation grant applications if applicable. Maintain program cost to complete data at all times.

## **5. Document Control Services (as required under Florida State Law)**

Maintain files of all Master Plan Program documentation in an integrated, accessible electronic format with hard copy, electronic format to be stored in a retrievable system, which will be the property of the City. Maintain status logs of project and program documents such as contractor Requests for Information, submittals, substitution requests, etc. Assess current document control/reporting systems and recommend upgrades or replacement to support implementation plan and record keeping. Develop and maintain systems for the efficient distribution of project documents to contractors, subcontractors, consultants, subconsultants, agencies, City departments, and other stakeholders as directed.

## **6. Program Coordination**

Assist City staff in program coordination efforts with organizations such as the South Florida Water Management Department, the Florida Board of Health in Miami-Dade County, the Miami-Dade County Department of Environmental Regulatory Management, the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and any other local governments and regulatory agencies. Assist with the establishment, implementation, and modification of program administrative procedures and processes. Implement and support an Action Item system to track key program activities and required decisions. Identify dates and timelines for action items and decisions to be completed.

## **7. Program Planning and Permitting**

Assist in development and implementation of program instructions. Develop a program level field safety instruction plan. Develop the overall program level quality management plan. Conduct, assist, and manage program permitting for all projects as delegated by the City. Develop and implement a public outreach plan in conjunction with CITY staff. Develop and assist with planning and programming studies and coordination with stakeholders. Assist with, and develop other pre-design activities.

## **8. Design Phase Services (when requested by City)**

Perform formal Partnering session between City and other stakeholders. Prepare design documents for review at completion levels of 30%, 60%, 90% and 100% design for each project. Provide constructability review at each of the completion levels above. Develop progressive Construction Cost Estimates at each completion levels described above. Prepare work packages to allow competitive bidding of firms. Evaluate bids and select the best value bidders. Prepare Guaranteed Maximum Price at 90% design for review by the City. Develop critical path method schedule to be submitted with the Guaranteed Maximum Price. Acquire the necessary Permits for construction. Provide design management and administration of subconsultants. Provide code analyses and detailed code reviews along with other required reviews. Provide geotechnical investigations and/or hazmat inspection and testing services as required. Assist in the development of project design standards. Provide project controls support. Support City Public Information and Community Outreach program with suitable documentation in a variety of media.

## 9. Construction Phase Services

Perform informal and formal partnering session facilitation between City and other stakeholders. Oversee the construction of the project in accordance with the contract documents. Develop project specific quality management plan. Review, monitor, and assess construction activities, change management and risk management. Prepare construction quality assurance/quality control plans. Provide schedule and budget control. Prepare field safety instructions and emergency response plan. Prepare inspection and engineer's reports for submission to City and/or other agencies. Prepare as-built drawings, and documentation necessary for substantial and final completion. Prepare agenda and lead job site meetings. Develop meeting minutes for distribution. Develop and manage owner controlled contingency. Provide construction management personnel. Perform startup and commissioning. Perform project closeout activities.

## 10. Program Management Work Plan

Responsible for creating program management services work plan to be approved by the City. Elements of the work plan will include, but will not be limited to, the following: contract administrator for coordination of consultant services; design phase work plan; procurement planning; staffing plan for providing all program management services such as cost control, trend analysis, safety, permitting, schedule support, cost estimating services construction management, and project closeout. Performance based baseline work plan to be reviewed and modified as needed.

In addition to providing NMB Water customers with reliable water and wastewater services, the selected firm will also assist the City in achieving the objectives listed below:

1. Development and implementation of an asset management program that interfaces with capital planning and maintenance management systems.
2. Upgraded SCADA system capabilities for unattended water plant operations and more efficient operations when deemed appropriate.
3. Implementation of "best practices" for the computerized maintenance management system (CMMS).
4. Inclusion of preventative maintenance costs in the scope of services.
5. Delivery of corrective maintenance and capital replacement as jointly developed and agreed to including procurement.
6. Upgraded NMB Water Engineering Division capabilities including GIS, hydraulic modelling, CIP management, etc.
7. Upgrading various NMB Water Customer Service Division systems, including utility billing and collections, customer information system, staff training, and procedures consistent with the objectives identified in the Operational Assessment report.
8. Establishment of known, long-term, service fee costs that are adjusted annually for inflation, for long-term increases/decreases in flows, and for changes in regulatory and/or legal requirements that impact the resources and costs necessary for compliance.
9. Incentives for cost reductions and performance improvements that proactively motivate the performance of the selected firm.

## Additional Services

The selected Respondent will, upon written request of the City, provide any and all other services offered by the selected Respondent through their in-house staff. Additional services which may optionally be requested by the City, include, but are not limited to, the following: additional City operations & maintenance services; stormwater and industrial pretreatment programs; permitting, planning and zoning assistance; inspection and enforcement assistance; grounds maintenance; traffic engineering, streets and rights-of-way, and other services as may be required by the City.

## Section 3.4 Preliminary Term Sheet for Agreement for NMB Water Operations, Maintenance, and Program Management Services.

**The City is requesting a draft of the proposed NMB Water Operations, Maintenance, and Program Management Services WITHOUT THE FINANCIAL TERMS INCLUDED. After selection of the respondent, the scope of work shall be clarified and additional terms shall be negotiated. The final negotiated agreement shall include the following provisions:**

1. Provide a listing of the specific individuals assigned to the Management Team and to Technical Support that the respondent will assign to this partnership during the transition and operation, and provide the background and experience of those individuals. All respondents MUST identify the full-time Project Manager that they are proposing and submit a written statement that the individual will reside in Miami-Dade County or Broward County or not be more than two hours from the City, and be 100% committed to the Project for a minimum of 2 years.
2. Respondent must hire all existing full-time North Miami Beach Water employees, excluding the North Miami

**Beach management team, who meet the basic requirements for employment.**

3. Provision of a fixed dollar value for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
4. Provision that within the first ninety (90) days, the respondent shall provide the City with a preliminary listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership. The respondent will not be relieved of the responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented.
5. Provision that allows for "termination for convenience" by the City.
6. Company shall indemnify the City and related entities and individuals from losses and claims arising from negligence, omissions, intentional misconduct, and failure to perform or comply with contractual obligations and as may further be provided for specific circumstances. Respondent's indemnification shall not be limited by availability or unavailability of insurance coverage.
7. Provision to complete conditions assessments, as needed, of all equipment. This assessment should include vibration, infrared, alignment analysis, or other appropriate analyses. Provision to provide a risk management plan and/or process safety management plan for the facilities as required by State and Federal Regulations.
8. Provision that the respondent shall be responsible for regulatory compliance. Respondent's performance in this regard shall be excused for uncontrollable circumstances.
9. Provision for value-added economic and community benefits.
10. Provision for public outreach/public information.

## SECTION 4.0 SUBMITTAL REQUIREMENTS

The Respondent shall submit a SOQ in accordance with the content and format requirements set forth in this RFQ. The SOQ shall be bound and written on 8 1/2" x 11" paper in English and the proposal text shall utilize a minimum 11-point font size. Respondent's submittal shall be limited to no more than 64 single-sided pages (32 double-sided pages), excluding the cover, cover letter and executive summary, section dividers, table of contents, project experience, resumes, regulatory and contract compliance disclosure, bonds, insurance, and guarantees, professional licensure, and acknowledgements. Specific section page counts can be found in the sections below.

The Respondent shall provide one original and ten (10) hard copies of the SOQ and one electronic version on CD or USB drive in Adobe PDF format. In the event of a conflict or discrepancy, the SOQ hard copy marked "Original" will be considered the official submittal.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

### 4.1 SOQ Cover and Dividers (Not Scored)

SOQ covers must be clearly marked with the RFQ number and project title (RFQ No. 2016-08 – NMB Water Operations, Maintenance, and Program Management Services); the Respondent's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections below should be included in the SOQ.

Section dividers will not be included in the page count.

### 4.2 Table of Contents (Not Scored)

Include a clear identification of the SOQ contents by section and page number and according to the organization described below. The Table of Contents will not be included in the page count.

### 4.3 Cover Letter / Executive Summary (Not Scored)

The cover letter / executive summary should be signed by the Respondent's representative who is authorized to negotiate terms, render binding decisions and commit the Respondent's resources. Summarize the Respondent's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being submitted. This section should summarize the key points of your submittal.

The Respondent shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

The name of the person(s) who will be authorized to make representations for the Respondent, their titles, addresses and telephone numbers shall be provided as well.

The cover letter / executive summary will not be included in the page count.

### 4.4 Technical Resources, Capabilities and Proximity (Scored – 25 Points)

For each component of the envisioned scope of services (Section 3.2) as broadly described herein, the Respondent shall provide a summary discussion of the Respondent's technical qualifications and expertise for the scope elements of this project. The summary shall address all aspects of technical capabilities that the Respondent considers relevant and important for the CITY, including but not limited to experience with provision of engineering staff and capabilities for development review, capital program management, design, water treatment process design, and all forms of planning and experience of engineering staff working with O&M for optimized life-cycle value.

Depth of resources to support the scope of work should be described in this section. The Respondent shall demonstrate that it has provided comprehensive water treatment, wastewater collections, and the system operations and utility management functions described in this RFQ for no less than five (5) years in the United States.

Additionally, the City desires that the Respondent have the ability to provide available engineering and operations resources for quick response needs. Please provide a summary of the prime Respondent's program management, engineering, and various operations resources categorized as follows:

- 1) Staff available within a 180-mile and/or 4 hour proximity to the City's facilities.
- 2) Staff available in Florida.

This section shall be limited to 14 pages.

### 4.5 Key Staffing, Organization, and Single Point Accountability (Scored – 25 Points)

A concise summary of the key attributes of the prime Respondent's company and any of its subconsultants shall be provided. Prime

Respondent and subconsultant responsibilities throughout the term of the service agreement shall be discussed, with clear identification of the specific entity responsible for each portion of the work. The City prefers that the prime Respondent possess in-house capabilities in all the required areas, including capital program management, engineering, planning, operations, maintenance, financial, and management, to clearly address the City's requirement for single source responsibility throughout the term of the contract service agreement.

A concise summary of the key components of the company, organization, or team making the SOQ shall be provided. Company, organization, or team responsibilities throughout the term of the service agreement shall be discussed with clear identification of the specific entity responsible for that portion of the work. Comments shall be provided to clearly address the City's requirement for single source accountability throughout the term of the agreement.

If the prime Respondent is unable to directly provide all the requested services, please indicate the roles and responsibilities of the Respondent's subconsultant(s) to provide these services. Indicate the prime Respondent's role for provision of services vs. partnership(s) and subcontractor(s), and clearly delineate roles, responsibilities, and authority. Additionally, examples shall be provided of any experience the prime Respondent has had overseeing a successful integration of both engineering and operations contract services (whether directly or utilizing subconsultant(s)). Furthermore, Respondent shall clearly describe all examples where the prime Respondent and the subconsultant(s) have worked together in Florida and in the United States in the last five (5) years and specific roles, responsibilities, and authority.

Provide the staff organization proposed for this project in an organizational chart. Indicate the roles and responsibilities and if the proposed staff works for the prime Respondent or with a subcontractor. The Respondent shall also provide resumes for the proposed key staff found on the Organizational Chart.

Respondents should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the Key Staff proposed for the project. Provide key staff qualifications and resumes including, but not limited to: Program Director serving as strategic advisor to the Program; On-Site Program Manager serving as the day-to-day manager and primary contact; Water Production Manager; Planning/Engineering/Capital Program Manager; Field Operations Manager, Customer Service Manager, Maintenance Manager; Lead Systems / Software Coordinator; Lead Safety & Training Program Coordinator; Lead Staff Coordinator for the Asset Management Program. Program Director, Program Manager, Water Production Manager, and Planning/Engineering/Capital Program Manager shall all have a minimum of 20 years of applicable experience.

The selected Respondent will be required to commit that the key personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the City. The proposed key staff shall be named in the SOQ response. The proposed Program Director and the proposed Program Manager shall also be named in the final contract for the selected firm.

For operational staff, State of Florida certifications and/or certifications with Florida reciprocity is required. The proposed staffing should provide the required Florida certification level. An operator certified for at least a Class A water plant by the state of Florida shall be in responsible charge of the day-to-day operation of the water treatment plant.

This section shall be limited to 20 pages; however, proposed staff resumes included at the end of this section will not be included in the page count.

#### **4.6 Relevant Project Experience (Scored – 20 Points)**

Respondents must display considerable relevant experience with the specified type of work. Provide the prime Respondent's Florida and U.S.-only based experience in providing capital program management, engineering, planning, operations, maintenance, financial, and management capabilities as they relate to this RFQ.

The Respondent shall provide a description of project experience relevant to the scope of work. Respondent will provide at least five (5) programs for Capital Program Management and at least five (5) contracts for operations and maintenance of water and wastewater utility systems at least \$5.0 million per year in size. Please highlight programs and contracts that demonstrate the experience of operations/maintenance staff working well with engineering staff for optimized life-cycle value.

Respondents should provide relevant experience in South Florida (Palm Beach, Broward, Miami-Dade, and Monroe Counties), in Florida, as well as in the United States. Experience outside the United States will not be considered.

Information provided shall summarize the project client, scope of services, current status, and current reference. Respondent must have been the successful contract operator of the indicated facility for a minimum of three (3) years within the United States only.

Your response to this section will not be included in the page count.

#### 4.7 Project Understanding and Approach (Scored –20 Points)

For components of the contract services identified in Section 3, Respondent's shall provide the technical and operational approach for providing capital program management, water treatment, and other operational services for the City.

This section shall be limited to 30 pages.

#### 4.8 Financial, Regulatory, Contract Compliance and References (Scored 10 Points)

Respondents shall also provide a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses.

Specific legal matters and law suits within the last five (5) years arising out of water treatment plant operations must also be reported for matters both complete and ongoing that include:

- 1) Any Drinking Water Act administrative sanctions or litigation.
- 2) Any state water quality control administrative sanctions or litigation.

Additionally, Respondent shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Respondent shall so indicate.

Audited financial statements (income, balance sheet, and cash flow; and auditor's report, opinion and all relevant notes) for the past three years prepared in accordance with generally-accepted accounting principles. Quarterly financial statements, which may be unaudited but must be certified by the Chief Executive Officer, for the current fiscal year.

All credit reports, credit bulletins, ratings or other statements published within the past three years by recognized rating agencies (including Standard & Poor's Rating Services, Moody's Investor Services, and Dun & Bradstreet).

#### 4.9 Bonds, Insurance, and Guarantees

The prime Respondent shall include written evidence confirming the ability to provide the following coverages and performance bond:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440;
- B. General Liability Insurance on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. **The City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach, 17011 NE 19th Ave, North Miami Beach, FL 33162, as the certificate holder, must appear on the certificate of insurance;**
- C. Environmental Liability with minimum limits of \$5,000,000 per claim and \$10,000,000 annual aggregate;
- D. Umbrella/Excess Liability of at least \$20,000,000 per occurrence and in the aggregate;
- E. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- F. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- G. Respondents must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000.
- H. Performance Bond or Letter of Credit. Written confirmation should be on the letterhead of the financial institution that can provide the performance bond or letter of credit of \$1.5M. The financial institution shall confirm that it is licensed to operate in the State of Florida.

The City may require additional coverage to be included in the negotiated agreement, the coverages and amounts included herein are minimums.

The prime Respondent shall also confirm the ability and willingness to enter into negotiations to establish performance guarantees as listed below:

- a) Finished Water Quality Guarantee
- b) Regulatory Responsibility
- c) Cost Guarantees

d) Performance guarantees for Operations, Maintenance, and Program Management

Lack of confirmation of the above insurance requirements and lack of indicating willingness to negotiate performance guarantees will result in the submittal being deemed non-responsive.

Your response to this section will not be included in the page count.

**4.10 Professional Licensure**

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity. The CITY will accept only State of Florida Certifications for the Respondent and subconsultant(s), if any. Additionally, copies of key staff Professional Engineer and/or Operator licenses shall be provided, indicating whether the license is from Florida or eligible for reciprocity. Lack of appropriate licensure will deem the submittal non-responsive. Your response to this section will not be included in the page count.

**4.11 Acknowledgements**

The Respondent must complete, sign as required, and submit the Addenda (refer to Section 1.8) and all forms from Section 6 as a part of its submittal. Non-compliance with this requirement will result in the submittal being deemed non-responsive. Your response to this section will not be included in the page count.

**4.12 Draft of the proposed NMB Water Operations, Maintenance, and Program Management Services.**

The Respondent shall submit a draft of the proposed NMB Water Operations, Maintenance, and Program Management Services Agreement **WITHOUT THE FINANCIAL TERMS INCLUDED** (refer to Section 3.4). The response to this section will not be included in the page count.

**4.13 Certified Minority Business Enterprise (Scored 2 Points)**

Respondent and subconsultant certified as Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

## SECTION 5.0 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

A Committee shall be established to review and evaluate all submittals in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee.

The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a response.

The City's Procurement Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing respondents except as may be required by the Florida Public Records Law, Chapter 119, *Florida Statutes*.

The City reserves the right to reject any and all submittals without prejudice or liability and to waive any irregularities in the submittals or in the RFQ procedures, and to accept or reject any item or combination of items.

### 5.1 EVALUATION OF SUBMITTALS

Award shall be made to the responsible firm whose statement of qualifications complies with all material requirements set forth in this RFQ and is determined, in the opinion of the City, to be the most advantageous to the City, taking into consideration all aspects of the proposer's response and the evaluation factors set forth below:

#### EVALUATION CRITERIA FOR RFQ

Criteria	DESCRIPTION	POINTS
1	Technical Resources, Capabilities and Proximity (as outlined in Section 4.4) <ul style="list-style-type: none"> <li>• Technical qualifications</li> <li>• Engineering programs</li> <li>• Capital programs</li> <li>• Operations and maintenance programs</li> <li>• Proximity of resources</li> </ul>	25
2	Key Staffing, Organization, and Single Point Accountability (as outlined in Section 4.5) <ul style="list-style-type: none"> <li>• Staffing Plan</li> <li>• Staffing qualifications and experience</li> <li>• Organization chart</li> <li>• Single Point Accountability</li> </ul>	25
3	Relevant Project Experience (as outlined in Section 4.6) <ul style="list-style-type: none"> <li>• Capital program management, engineering, planning, operations, maintenance, financial, and management</li> <li>• Contracts for operations and maintenance of water and wastewater utility systems</li> <li>• References for projects of similar size and scope</li> </ul>	20
4	Project Understanding and Approach (as outlined in Section 4.7) <ul style="list-style-type: none"> <li>• Technical and operational approach for providing capital program management, water treatment, and other operational</li> </ul>	20
5	Financial, Regulatory and Contract Compliance and References (as outlined in Section 4.8) <ul style="list-style-type: none"> <li>• Summary statement regarding any legal charges and/or convictions water treatment plant operations must also be reported for matters both complete and ongoing</li> <li>• Contracts or agreements terminated for convenience, cause, or default</li> <li>• Audited financial statements and credit reports</li> <li>• References for project of similar scope and size</li> </ul>	10
6	Certified Minority Business Enterprise (as outlined in Section 4.13)	2
<b>TOTAL</b>		<b>102</b>

## SECTION 6.0 CITY REQUIRED FORMS

### 6.1 ACKNOWLEDGEMENT FORM

**NAME OF COMPANY:**

---

(Name of company submitting RFQ)

By signing and submitting this RFQ proposal, we certify that this company has current insurance coverage specified herein. The insurance policy number(s) and expiration date(s) are provided below, or copies of the insurance certificate(s) are enclosed. If awarded the contract, we will provide the City with proof of the required insurance and include the City as an additional insured on our general liability coverage.

I certify that this submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this response for the Respondent.

INSURANCE POLICY NO(S): \_\_\_\_\_

EXPIRATION DATE(S): \_\_\_\_\_

INSURANCE CERTIFICATE(S) ENCLOSED:      YES      NO

(Print Name)

WARRANTIES \_\_\_\_\_

**6.2 RFQ SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President _____	_____
Vice-President _____	_____
Secretary _____	_____
Treasurer _____	_____
Registered Agent _____	_____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing RFQ, as principals, are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Post Office Address

RESPONDENT:

\_\_\_\_\_  
(CORPORATE NAME) TAX ID \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE PRINT NAME E-MAIL ADDRESS

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: \_\_\_\_\_

\_\_\_\_\_

**6.3 RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing RFQ, as principals, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESPONDENT

\_\_\_\_\_  
(FIRM NAME) TAX ID \_\_\_\_\_

Witnesses:

(SEAL)

\_\_\_\_\_  
PRESIDENT'S SIGNATURE PRINT NAME E-MAIL ADDRESS \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:

\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE

CITY in which fictitious name is registered.

\_\_\_\_\_  
Attach a copy of proof of registration

## 6.4 STATEMENT OF “NO” BID/RFQ

If your company shall not be submitting a response to this Request for Proposal (RFQ), please complete this Statement of “No” Bid Sheet and return, prior to the RFQ Due Date established within, to:

**The City of North Miami Beach  
 Procurement Management Division  
 17011 NE 19th Ave, Ste 315  
 North Miami Beach, FL 33162**

This information shall help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for “NO” Bid:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

## 6.5 REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of five (5) different government agency references other than North Miami Beach using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: (Bidder) \_\_\_\_\_

Firm giving Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

1. **Q:** What was the title of the contract or job assigned to Respondent?  
A:
2. **Q:** What was the scope or work/services assigned to Respondent?  
A:
3. **Q:** What was the dollar value of the contract?  
A:
4. **Q:** Have there been any change orders, and if so how many?  
A:
5. **Q:** Do they perform on a timely basis as required by the agreement?  
A:
6. **Q:** Was the project manager easy to get in contact with?  
A:
7. **Q:** Would you use them again?  
A:
8. **Q:** Overall, what would you rate their performance? (Scale from 1-5)  
A:      5 *Excellent*    4 *Good*    3 *Fair*    2 *Poor*    1 *Unacceptable*
9. **Q:** Is there anything else we should know, that we have not asked?  
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: \_\_\_\_\_ Title \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## 6.6 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
NAME OF COMPANY

## 6.7 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,

Tangible or intangible personal property, or its use,

A preferential rate of terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Membership dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities,

Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy. Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

---

SIGNATURE

---

PRINTED NAME

---

NAME OF COMPANY

---

TITLE

Failure to sign this page shall render your response non-responsive

**6.8 NONCOLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Response.
- (2) Proposer has been fully informed regarding the preparation and contents of the attached Response and of all pertinent circumstances regarding such Response;
- (3) Such Response is genuine and is not a collusion or sham Response;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My commission expires:

## 6.9 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.citynmb.com
2. www.demandstar.com
3. Daily Business Review
4. The Miami Herald
5. Referral/word- of mouth  Specify Source: \_\_\_\_\_
6. Search Engine/Internet search
7. E-mail, newsgroup, online chat  Specify Source: \_\_\_\_\_
8. Banner or Link on another website
9. Flyer, newsletter, direct mail  Specify Source: \_\_\_\_\_
- Other  Specify Source: \_\_\_\_\_

**6.10 RESPONDENT'S CERTIFICATION**

I have carefully examined the Request for Qualification.

I hereby propose to furnish the services specified in the Request for Qualification. I agree that my submittal will remain firm for a period of at least 365 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal 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 submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of North Miami Beach or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_

**Name of Business**

BY:

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title, Typed or Printed**

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Notary Public*

STATE OF \_\_\_\_\_

\_\_\_\_\_  
**City, State, Zip Code**

(\_\_\_\_\_) \_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*My Commission Expires* \_\_\_\_\_

## 6.11 SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF NORTH MIAMI BEACH, FLORIDA  
by: \_\_\_\_\_  
(print individual's name and title)  
for: \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
  - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_  
OR  
Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification

My commission expires: \_\_\_\_\_

public

\_\_\_\_\_  
Printed, typed or stamped commissioned name of notary

## 6.12 DISCLOSURE AND DISCLAIMER

This Request for Qualifications ("RFQ") is being furnished to the recipient by the City of North Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to responses made pursuant to this RFQ, or in making any award, or in failing or refusing to make any award pursuant to such responses, or in cancelling awards, or in withdrawing or cancelling this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the RFQ either before or after receiving responses, may accept or reject responses, and may accept responses which deviate from the RFQ, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any respondent submitting a response to this RFQ.

Following submission of a response, the Respondent agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the response and the Respondent including, without limitation, the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this RFQ.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the Respondents' risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any response conforming to these requirements will be selected for consideration, negotiation, or approval. No waiver or estoppel shall be asserted against the City.

The City shall have no obligation or liability with respect to this RFQ, the evaluation, selection and the award process, or whether any award will be made. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any responses submitted to the City pursuant to this RFQ are submitted at the sole risk and responsibility of the party submitting such response.

This RFQ is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Respondents will be bound only as, if and when a response, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this RFQ may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law and Public Records Law, and all responses and supporting documents shall be subject to disclosure as required by such laws. All responses shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Respondents are expected to make all disclosures and declarations as requested in this RFQ. By submission of a response, the Respondent acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the response, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Respondent certifies that the information contained in the response is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFQ, all Respondents agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFQ, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to negate any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFQ, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFQ and any disputes arising from the RFQ shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

**Name of Business**

BY:

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Name and Title, Typed or Printed**

\_\_\_\_\_

*Mailing Address*

\_\_\_\_\_

**City, State, Zip Code**

(\_\_\_\_\_) \_\_\_\_\_

*Telephone Number*

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

*Notary Public*

STATE OF \_\_\_\_\_

\_\_\_\_\_

*My Commission Expires* \_\_\_\_\_

## SECTION 7.0 EXHIBITS

7.1 SCHEDULE OF FEES (WILL BE REQUESTED DURING NEGOTIATIONS ONLY)

**(DO NOT SUBMIT WITH STATEMENT OF QUALIFICATIONS)**