



REQUEST FOR PROPOSALS

**IMPROVEMENTS TO CLAUDE PEPPER PARK, RENOVATIONS TO JOE CELESTIN CENTER
AND
DEVELOPMENT OF ADJACENT VACANT SITE
RFP No. 19-21-22**

**DATE OF ADVERTISEMENT
FEBRUARY 17, 2022**

**PRE-PROPOSAL SITE MEETING
MARCH 4, 2022 @ JOE CELESTIN CENTER AT 10:00 AM**

**DEADLINE FOR SUBMITTAL OF QUESTIONS
MARCH 11, 2022**

BY NO LATER THAN 3:30 PM (LOCAL TIME)

**PROPOSAL SUBMITTAL DEADLINE
APRIL 25, 2022
BY NO LATER THAN 3:30 PM (LOCAL TIME)**

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

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

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

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

Contact Person: Alberto Destrade, CPPO, Purchasing Director
Email: purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida (“City”) is seeking proposals from qualified and experienced developers and/or development teams with the necessary resources and expertise to finance and successfully perform the proposed improvements to Claude Pepper Park, located at 1255 N.W. 135th Street, North Miami, Florida, renovations to the adjacent Joe Celestin Center and development of a City-owned vacant site, in accordance with all applicable laws, ordinances and regulations, and compatible with the goals and objectives of the City.

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

The bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live-stream can be viewed online at <https://livestream.com/cityofnorthmiami>

Please clearly mark Proposals as follows:

**“IMPORTANT - SOLICITATION ENCLOSED”
Improvements to Claude Pepper Park, Renovations to Joe Celestin Center
and Development of Adjacent Vacant Site
RFP No. 19-21-22**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	February 17, 2022	
Pre-Proposal Site Meeting	March 4, 2022	10:00 am
Deadline for Questions or Request for Clarification	March 11, 2022	3:30 pm
Proposal Submittal Deadline	April 25, 2022	3:30 pm
Evaluation Committee Interviews	To Be Determined	
City Council Approval Date	To Be Determined	

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

CONE OF SILENCE

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

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade, CPPO
Purchasing Director

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

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

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
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SECTION 1.0 INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

1.2 CITY OVERVIEW

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

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

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

1.3 INVITATION

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

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

1.6. LOBBYING

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

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

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

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

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

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

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar at www.demandstar.com or by calling 866-273-1863 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

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

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been**

issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and DemandStar at www.demandstar.com or calling 866-273-1863 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the DemandStar can be downloaded.

1.11. CANCELLATION

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

1.12. PROTEST

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

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

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

1.13. CONTRACT

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

1.14. PROPOSAL COST

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

1.15. TAX EXEMPT STATUS

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

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

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

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

1.17. ASSIGNMENT OF RESPONSE

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

1.18. WITHDRAWAL OF RESPONSE

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

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

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

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

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

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

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

with any of these requirements may result in a Proposal being deemed non-responsive.

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

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

1.23. CITY MANAGER’S REVIEW

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

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

1.24 CITY COUNCIL REVIEW

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

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

1.25 CONTRACT AWARD

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

1.26 NON-RESPONSIVE PROPOSALS

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

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

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

1.27 CONE OF SILENCE

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

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any

other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Respondent, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

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

1.28 SUBCONTRACTORS/SUBCONSULTANTS DISCLOSURE

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

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

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

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

1.30 EXCEPTION TO THE RFP

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

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

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCE

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

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

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

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

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

Business must complete and submit **Contract Form A-3** to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

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

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

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

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

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

1.34 MODIFICATION OF PROPOSAL

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

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating "wage rates and other factual unit cost supporting the compensation are

accurate, complete and current" prior to Contract execution.

1.36 LATE SUBMITTALS

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

1.37 ATTORNEYS' FEES

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

1.38 CONFLICTS OF INTEREST

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

1.39 CONSTRUCTION SERVICES

Not Applicable.

1.40 THE CITY OPTIONS

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

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

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

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

END OF SECTION

SECTION 2.0

PROJECT INFORMATION

2.1 INTRODUCTION

The City of North Miami, Florida (“City”) is seeking proposals from experienced and qualified developers and/or development teams with the necessary resources and expertise to finance and successfully perform the proposed improvements to the City’s Claude Pepper Park (“Pepper Park”) and renovations to the adjacent Joe Celestine Center (JCC) in exchange for the opportunity to develop a City-owned vacant site located next to JCC (see attached location map on **Attachment “A”**).

2.2 PROJECT GOALS

The City is interested in leveraging the opportunity to develop the vacant City-owned site in return for the selected Respondent agreeing to renovate the City’s Pepper Park and JCC into a state-of-the-art park and recreational complex, at their sole cost, for the benefit of the community and its users.

Therefore, the City will consider proposals from qualified and experienced applicants (Respondents) for the development of the vacant site, so long as the proposal also includes a clear description of the Respondent’s proposed improvements and renovations to Pepper Park and JCC, in accordance with all applicable laws, ordinances and regulations, and compatible with the goals and objectives of the City.

2.3 PROJECT DESCRIPTION

The following is a general description and property information for each of the City-owned properties included in this Solicitation:

Pepper Park

The existing park site is located at 1255 N.W. 135th Street, North Miami, Florida, and consists of approximately 15.00 acres and is designated as Folio No. 06-2123-000-0180 (see **Attachment “A”**). The park and the recreational facilities contained therein are used extensively by the surrounding community and others.

The City would like to upgrade the existing park site and its facilities by making the following proposed improvements:

- Upgrades to existing multi-use field (baseball, soccer and football) and youth baseball (softball) fields, including new synthetic turf, new bleachers, and enhanced sports lighting (LED lighting).
- Rehabilitation of basketball and tennis courts.
- New tot-lot equipment, spray ground and picnic shelters.
- New concession building, offices and equipment storage room.
- New fitness and walking trail around the inside perimeter of the park
- Renovation of existing parking lots and lighting.
- New tropical landscape throughout park site.
- New outdoor amphitheater with a minimum seating capacity of 400 spectators (a different location within the overall Project Site may also be considered by the City).

Joe Celestin Center

The existing JCC is located at 1525 N.W. 135th Street, North Miami, Florida, and is included as part of Folio Number 06-2123-000-0050 (see **Attachments “A”** and **“B”** for site map, legal description, property information and survey). JCC is a facility which consists of approximately 20,000 square feet and includes surface parking lots on both the north and south side of the facility.

The City would like to renovate and possibly expand the existing JCC facility by incorporating the following improvements:

- Addition of a new banquet hall (minimum capacity of 200 people).
- Addition of a covered rooftop over the back patio (approx. 7,500 square feet).
- Addition of classroom/meeting/computer lab room to complement the City’s 24-hour outdoor library kiosk to be located at JCC.
- Addition of a new multi-purpose fitness room.
- Renovation of existing men’s and women’s locker rooms and restrooms.
- Renovation of existing multi-purpose room and existing concession area.
- Addition of administrative office space.
- Renovation of existing indoor basketball gymnasium.
- Replacement of roof and repairs of HVAC system.
- Provide 5G Broadband Connectivity.

Note: Any proposed renovations and/or expansion to JCC must not diminish or negatively impact the facility’s current LEED Silver designation.

Vacant Site

The City-owned vacant site is located immediately adjacent and to the west of JCC (see **Attachments “A”** and **“B”**). The site consists of approximately 11.23 acres of undeveloped land and is included under the same folio number as JCC (see property information for Folio No. 06-2123-000-0050 included under **Attachment “A”**).

The City intends to make the vacant site available for development opportunity through this Solicitation, but would prefer to see the following improvements as part of the proposed development:

- State-of-the-art independent living facility (ILF).
- Assisted Living Facility (ALF) (optional).
- A small capacity bowling alley or movie theater.
- Workforce housing.

Note: Except as otherwise provided for under Section 5-803 of the City’s Land Development Regulations (LDRs), any new building or addition to a City-owned building shall be required to attain “Silver” or higher designation under the Leadership in Energy and Environmental Design for new construction (LEED-NC or equivalent) rating system.

Please note that the above list of proposed improvements and development of Pepper Park, JCC and the adjacent vacant site represents the City’s **preferred** improvements and development. However, the Respondent may provide their own analysis and include in their proposal an alternate development plan and list of improvements for the entire Project Site. Each Respondent should keep in mind that their proposal will be

evaluated by the City in comparison with all other proposals with the ultimate goal of selecting the one which is in the best interest of the City.

The vacant site is zoned as Public Use (PU). Pursuant to Section 4-304(A) of the City's LDRs, the purpose of the PU district is to allow the development of publicly owned or used lands in an efficient, innovative and flexible way in order to maximize the benefit to the public of use of the lands designated for public use. The City's LDRs can be viewed at the link below:

<https://codehub.gridics.com/us/fl/north-miami>

Subject to obtaining a conditional use permit in accordance with the applicable provisions of these LDRs, the following uses are permitted in the public use district:

- Government use
- Parks and preservation lands
- Public facilities
- Uses accessory to the permitted uses.
- Community facilities
- Educational facilities

Through the conditional use permit process, the development standards of the property are established, e.g. setbacks, height, lot coverage, etc.

Please note that any proposed uses that are not currently included under Section 4-304(B) would require a change of zoning and land use map amendment. However, although the responsibility for securing such development entitlements, along with the associated costs related thereto, rests primarily on the selected Respondent, the City will work with the selected Respondent to facilitate the process.

Accordingly, the extension of the Planned Corridor Development (PCD) Overlay located along N.W. 7th Avenue to the east of the subject property may possibly serve to achieve desired uses and development objective in density.

2.4 PRE-PROPOSAL SITE MEETING

The Project Site is generally open to the public and can be visited at any time (except for JCC which is open during regular business hours); however, we are scheduling a site meeting and walkthrough to be conducted by City staff for the following date, place and time:

Site Meeting: March 4, 2022 at 10:00 am
 Joe Celestin Center
 1525 N.W. 135th Street
 North Miami, Florida 33167

Please be advised that although this is a **non-mandatory** site meeting, participation is highly encouraged in order for interested applicants to become familiar with the Project Site and have the opportunity to ask questions of City staff with regards to this Solicitation.

2.5 PROJECT COST

The Respondent shall be solely responsible for any and all costs associated with the successful completion of their proposed project including, but not limited to, the proposed improvements to Pepper Park, JCC and vacant site. Accordingly, the Respondent shall be responsible for any and all expenses related to securing the necessary permits and development approvals and application fees, platting, surveys, geo-technical services, design, construction and development costs for all on-site and off-site improvements, including upgrade and/or replacement of existing utilities. All development fees and permits imposed by the City, Miami-Dade County, or any other agency with appropriate jurisdiction in connection with the development will be the responsibility of the selected Respondent.

Although the Respondent's proposal and financial analyses should assume no financial responsibility or participation on the part of either the City or the North Miami Community Redevelopment Agency (NMCRA), the Respondent may include as part of their proposal an alternate option based on a request for the City and/or NMCRA to fund a portion of the cost of the necessary public improvements or to provide tax increment or other considerations. The Respondent's request for financial assistance from either the City and/or the NMCRA must be clearly supported by the rationale for the request and the resulting benefits to the City and/or its residents.

The City and the NMCRA reserve the right, collectively and individually, to reject, accept or modify, as they deem necessary, any Respondent's request for financial assistance, granting of tax increments, incentives and any other cost abatement or fee(s) waiver.

2.6 NORTH MIAMI CRA FINANCING

Incentives from the North Miami CRA may be available to the selected Respondent since the entire project site is located within the NMCRA Community Redevelopment Area. Information on these types of incentives may be found on the NMCRA website at www.northmiamicra.org. NMCRA incentives may or may not be available at the time of project award and are subject to change from time to time. All incentives are subject to funding availability and approval by the NMCRA Board.

The Respondent must include in their proposal and fully disclose whether they intend to apply for NMCRA financial incentives and acknowledge that they are solely responsible to ensure that they are eligible for proposed NMCRA financial incentives.

2.7 RESPONDENT QUALIFICATIONS

The City will entertain proposals from qualified and experienced developers and/or development teams with the necessary financial resources to cover the cost of their proposed development and improvements to the City's park and community center, in accordance with all applicable laws, rules and regulations.

Each proposal shall be evaluated by the City with the purpose of selecting the Respondent who is best suited to accomplish the goals of the City. Specifically, the Respondent must be able to demonstrate that it has the experience, capabilities and resources to successfully undertake and complete the proposed improvements in a timely manner.

2.8 COMMUNITY BENEFITS PLAN

Each Proposal must include a detailed “Community Benefits Plan” which outlines the Respondent’s plan to incorporate local workforce initiatives, in accordance with Section 7-151 of the City’s Code of Ordinances. The City reserves the right to accept, reject and/or request modifications to the proposed Plan in accordance with the City’s best interest.

The City also recognizes the importance of local inclusion and participation with respect to developments within the City. Therefore, the Respondent’s Community Benefits Plan should include, but not be limited to, the following local participation elements specifically focused on North Miami vendors, businesses and residents:

- Small business inclusion
- Local hiring
- Local partner teaming/joint ventures
- Student apprenticeships
- Community legacy initiatives and public meeting spaces

Moreover, the plan should also clearly address how the Respondent intends to incorporate the following components as part of their project:

- The Respondent(s) must describe how they intend to identify and qualify local businesses/vendors to participate in their project.
- The Respondent(s) must describe how they intend to identify and qualify skilled and unskilled local construction laborers to participate in their project.
- The Respondent(s) must describe how they intend to disseminate information about available job opportunities and bids for work prior to the commencement of their project.

The awarded Respondent shall provide the City with periodic updates and reports regarding the progress of their local vendor/workforce hiring and training initiatives in accordance with their proposed plan. Failure to comply with the proposed Community Benefits Plan or as otherwise revised and approved by the City may result in breach of contract and termination by the City.

2.9 DUE DILIGENCE

The information contained in this Solicitation is intended to be accurate and reliable; however, the responsibility rests solely on each Respondent to conduct their own due diligence with regards to the Project Site and to investigate its existing environmental conditions, site history, applicable zoning and land development regulations, building codes and regulatory requirements, including but not limited to federal, State and local agencies, prior to submitting a Proposal in response to this Solicitation.

In addition, each Respondent shall also be responsible for conducting their own research regarding the necessary infrastructure to serve the needs of their proposed improvements to the Project Site including, but not limited to, utilities, street improvements, sewer, potable water, electrical and telecommunication infrastructure.

Lastly, each Respondent shall be required to design and build, at their own expense, any on-site and off-site infrastructure improvements needed for their proposed development.

2.10 REQUESTS FOR CLARIFICATION AND/OR QUESTIONS

Any requests for clarification and/or questions regarding this Solicitation must be submitted in writing to the Purchasing Department, via email at Purchasing@northmiamifl.gov. Respondent(s) are advised that the only official answer(s) or position of the City concerning this Solicitation shall be the one(s) received in writing from the Purchasing Department.

The Solicitation title and number must be included on all correspondence. Moreover, please be sure to reference the particular Section, page and paragraph number related to each question and/or request for clarification in order to facilitate a prompt and accurate response. All questions must be received no later than the time and date specified in the Solicitation Timetable section. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** The City's response to each question will be posted and made available to the public via addendum(s) on the City's webpage. Each Respondent is solely responsible for reviewing and acknowledging that any addendum(s) issued by the City shall be incorporated and become part of this Solicitation.

2.11 FAILURE TO PERFORM

If in the opinion of the City's representative, the awarded firm refuses to execute its contractual obligations as stipulated in the Contract documents, or fails to perform its duties in a timely manner, or fails to correct its lack of performance in a timely manner, then the City's representative may notify the firm of the City's intent to terminate the contract and proceed to do so as provided in the Contract documents.

2.12 COUNCIL MEETING

The selected Respondent must be available to attend the City Council meeting when required and must be prepared to answer any questions and/or provide reports (presentations) regarding the status of the project, if so requested by Council members and/or appropriate City staff.

2.13 CONDITION OF PROPOSALS

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

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

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

2.13.4 Award – The Evaluation Committee will make recommendations based on the most responsive and responsible Respondent whose Proposal is considered to be most advantageous to the City.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 CITY OPTIONS

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

The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a proposal will be considered by the City as constituting an offer by the Respondent to provide the services described in this RFP.

3.2 RULES, REGULATIONS, AND REQUIREMENTS

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

3.3 CHANGE OF PROPOSAL

Any Respondent, who desires to change his/her proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the proposal opening. The Respondent's name and the RFP number shall appear on the envelope.

3.4 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of one hundred and eighty (180) days after the date of the proposal opening, to provide the proposed services.

3.5 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal opening.

3.6 INDEMNIFICATION

The selected Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the execution and operation of the Lease by the selected Respondent or its employees, agents, servants, partners, principals, or subcontractors by any act, operation, construction, maintenance or any act of omission of Respondent arising from the award of the contract hereunder.

The selected Respondent shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The selected Respondent expressly understands and agrees that any insurance protection required by this Lease or other provided by selected Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The selected Respondent shall obtain insurance which satisfies the hold harmless provision of this section, which insurance shall name the City as an additional insured.

3.7 REPRESENTATIONS AND WARRANTIES

The City will make no representations or warranties regarding the property or any documents in its possession related to the property other than marketable title.

3.8 CONTRACT AWARD

The award, if any, shall be made to the selected Respondent whose proposal shall be deemed by the City Council to be in the best interest of the City.

3.9 PERMITS AND APPROVALS

No demolition or construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions.

3.10 LEASE/CONTRACT TERM

If the Respondent wishes to lease the subject Project Site, then the Respondent must propose a duration for the requested lease. However, the term of the lease shall not exceed ninety-nine (99) years.

Possession of the subject properties shall be conveyed by the City upon such time as when the Respondent has fully demonstrated its ability and commitment to commence construction upon such properties, to the satisfaction of the City, as evidenced by the Respondent having secured necessary approvals, construction contract, and financing commitments and satisfied other conditions required by the City. The first year of the lease as it relates to the above-stated lease term shall be considered to commence upon possession. Prior to such date, the executed lease shall be considered a development agreement or agreement to lease subject to fulfillment of conditions precedent to possession.

3.11 SUBORDINATION

The contract entered into by the City and selected Respondent pursuant to this Solicitation shall not be made subject to subordination and cannot be transferred or assigned within less than six (6) years from the time of contract execution.

3.12 VACANT SITE CONDITION

Each Respondent acknowledges and understands that the City's conveyance of the vacant site, under any circumstances, will be in an "**as is condition**", with the Respondent solely responsible for any and all site preparation and development costs.

3.13 NO THIRD PARTY BENEFICIARIES

The contract entered into between the City and selected Respondent is intended solely for the exclusive benefit of the parties. Nothing set forth in this Solicitation is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

3.14 INSURANCE

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

3.14.1 COMMERCIAL GENERAL LIABILITY

Including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

3.14.2 PROFESSIONAL LIABILITY (Errors and Omissions)

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

3.14.3 COMMERCIAL AUTOMOBILE LIABILITY

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

3.14.4 EMPLOYER'S LIABILITY

Coverage of \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limit for disease, and which meets all state and federal

laws. Coverage must be applicable to employees, agents, representatives, and subcontractors, if any.

3.14.5 PROPERTY INSURANCE

If the Developer is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an “All Risks” basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

3.14.6 BUILDER’S RISK

Covering all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the City, the Developer, and all subcontractors, if any, in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Developer shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder’s Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of the fact has been issued by the City.

3.14.7 Unless waived by the State of Florida and proof of waiver is provided to the City, statutory Workers’ Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer’s Liability Insurance in the minimum amount of \$1,000,000 (five hundred thousand dollars) each employee each accident, \$1,000,000 (five hundred thousand dollars) each employee by disease, and \$1,000,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen’s and Harbor Worker’s Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

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

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

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

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

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

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

The Respondent must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami and North Miami Community Redevelopment Agency as additional insured where applicable. The selected Respondent shall furnish, within fifteen (15) business days of award of an agreement by the City Council and prior to any entry on the property for due diligence inspections, to the Risk Management Division a Certificate(s) of insurance that shows that insurance coverage has been obtained that meets City requirements. (See Form A-7 for General Insurance Requirements)

3.15 VENDOR REGISTRATION

The selected Respondent must become a registered vendor with the City prior to award of Contract and is obligated to remain and update, as needed, a registered vendor with the City for the duration of the Agreement. The City's Vendor Registration form can be accessed at the link below:

<https://www.northmiamifl.gov/221/Vendor-Information>

3.16 PUBLIC RECORDS AND MEETING GUIDELINES

Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof,

as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this RFP are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

3.17 AUDITS AND RECORDS

The awarded Respondent must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Respondent in relation to the Agreement. The Respondent will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Respondent's place of business or at City offices, as determined by the City.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

I. INSTRUCTIONS TO RESPONDENTS

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

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

A. COPIES

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, five (5) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

B. SUBMITTAL

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

PROPOSALS RECEIVED AFTER THE DEADLINE FOR SUBMITTALS HAS PASSED WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY DELIVERY AT THE LOCATION DESIGNATED BY THE CITY FOR RECEIPT OF PROPOSALS.

SUBMIT YOUR PROPOSAL TO:

City of North Miami
Office of the City Clerk
City Hall – First Floor
776 NE 125th Street
North Miami, Florida 33161

Proposals shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:

“IMPORTANT - PROPOSAL ENCLOSED
Improvements to Claude Pepper Park, Renovations to Joe Celestin Center
and
Development of Adjacent Vacant Site
RFP No. 19-21-22

Respondent Name: _____”

II. SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include, but is not limited to, the following information:

A. Application Fee & Good Faith Deposit

In order to be considered for this Solicitation, each Proposal must include a deposit in the form of a Cashier’s Check for **\$5,000** made out to the **City of North Miami**. Deposits shall be refunded to the unsuccessful Respondent(s) but not refunded to the selected Respondent and applied to costs incurred by the City.

Upon selection and award of this Solicitation by City Council, the Respondent will be required to provide a good faith deposit of **\$25,000**, to be deposited with an escrow agent of the City’s choosing, prior to the start of contract negotiations. In the event that the selected Respondent is unwilling or unable to provide the required good faith deposit within seven (7) business days of written request from the City, the City may at its sole option either extend the time for deposit or move on to the next ranked firm under this Solicitation with written notice to the selected Respondent.

B. Cover Page (See Appendix “B” of this RFP)

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

C. Table of Contents

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

D. Letter of Intent

The Respondent must include a “Letter of Intent” clearly stating the Respondent’s proposal to clearly state **the means by which they intend to develop the Project Site (purchase, lease, alternative option, etc.)**. This letter should clearly state the Respondent’s vision for the project and Project Site, including how the envisioned project will relate to the surrounding area and its benefits to the City.

E. Business Structure & Licenses

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, the size of the firm and organizational structure.

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

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

F. Development Team Composition

List all members of the development team, including the developer, financial partner(s) (if any), sub-consultants and other members key to development or operation of the project. Include name and qualifications of all team members, legal counsel, architect, financial institution, contractor (if known).

Provide a statement of the relationship between the developer and any parent company or subsidiaries that might be involved in the development. Also, clearly indicate which members of the development team will have an ownership position in the proposed development entity and their ownership share.

Provide an organizational chart identifying all individuals who will participate in the proposed project.

Provide the following information for the project architect, engineers, and contractor (construction manager):

- a) List any and all prior collaborative efforts (projects executed by the developer and any of the above).
- b) Separate and apart from the team's collaborative experience, describe in detail, the duration and experience for each of the above team members with special emphasis on prior experience, if any, with projects similar to the proposed development.

Clearly indicate if the Respondent or team members is a Certified Minority Business Enterprise (MBE) and, if so, provide a copy of the certification. In order to qualify, the Respondent must be certified by a public agency at the time of submittal. As an alternative, if the Respondent is not a certified MBE, the Respondent may indicate which, if any, of its sub-consultants (sub-contractors) is a certified MBE and, if so, must also provide a copy of the sub's current certification.

G. Proposed Purchase, Lease or Alternative Development Option

Respondent's Proposal should include clear and detailed information regarding their approach to developing the vacant parcel (e.g. purchase, lease or other development option). If the Respondent wishes to lease the vacant site, then the Respondent must include a proposed duration for the requested lease. However, in no case shall the term of the proposed lease exceed ninety-nine (99) years.

The City shall convey possession of the vacant site to the selected Respondent only upon such time as when the Respondent has fully proven and documented its ability and commitment to commence construction upon such properties, to the satisfaction of the City, as evidenced by the Respondent having secured necessary approvals, construction contracts, financing commitments and satisfied any other conditions required by the City.

Any lease agreement entered into by the City and selected Respondent shall be deemed to commence upon conveyance of possession of the vacant site by the City. Prior to such date, the executed lease shall be considered a development agreement or agreement to lease subject to fulfillment of conditions precedent to possession.

H. Financial Capability

1. Description of the Respondent's financial capability to finance the construction/development and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years.
2. The nature of this information provided in the Proposal is at the discretion of the Respondent. The Respondent is encouraged to provide the maximum level of information so that when combined with the Respondent's prior experience with similar projects will enable the City to evaluate financial capability.
3. Letters of interest from financial institutions are required.

I. Proposed Development Plans and Improvements to Pepper Park & JCC

1. The Respondent shall submit a preliminary site plan and renderings to visually reflect the proposed location and type of improvements to be included in the Respondent's proposed development. Graphics included in the Proposal should not exceed 11" x 14". Larger graphics may be used during Evaluation Committee presentations, if so required by the Committee, although three-dimensional models are not necessary.
2. The proposed site plan and renderings should be accompanied by a narrative description of the proposed size, type and location of improvements, open space and other improvements in the Respondent's proposed development. The plans should indicate the height(s) of all proposed buildings. Parking, sidewalks, and major landscaping features should be illustrated.
3. Identify unique features and opportunities and describe the impact of and relationship of the project to adjacent properties.
4. Site data information which includes a zoning analysis supporting the proposed development's compliance with the applicable zoning and land use regulations and a description of the "Green" sustainable construction practices to be utilized that will result in the project's LEED Certification or utilization of a similar nationally recognized "Green" practice standard.
5. Proposed Development Use - State the anticipated uses within the proposed project and specify the total square footage of the proposed project and the breakdown of each proposed use.

6. Proposed renovations plan for JCC, including proposed list of improvements, preliminary layouts and conceptual renderings should be included, which clearly identify and accompanied by narrative description of the Respondent's proposed improvements to the Center.

J. Proposed Development Impact

The Proposal shall include a summary of the proposed economic and/or community benefits to the City and its residents from the proposed development.

K. Proposed Development Schedule & Milestones

The proposed development timeline should identify important milestones and dates beginning with due diligence activity, securing required regulatory and permitting approvals and financing commitments, construction commencement and completion deadlines, as well as anticipated sales and occupancy schedules.

L. Revenue Sharing

Although "Revenue Sharing" is not required to participate in this Solicitation, each Respondent may include as part of its Proposal an incentive for either "Revenue Sharing" or other benefits to the City to be generated from the proposed development.

M. Community Benefits Plan

As further described under Section 2.5, the Respondent must include in their Proposal the proposed Community Benefits Plan to the City, such as local workforce training and hiring efforts, as well as offering opportunities for participation in the proposed development by local vendors. This plan should include the following:

1. A plan to provide opportunities to sub-contractors or vendors who are physically located within City limits. Vendors may include sub-contractors, suppliers, manufacturers, consulting firms, architects, attorneys, engineers, surveyors or any other services that are relevant to any aspect of the proposed project.
2. A local hiring plan for the proposed project that is verifiable and features skilled and unskilled construction jobs with livable wages for local persons whose primary residence is within the City.
3. Job fairs conducted by the Respondent and/or General Contractor within the City to notify skilled and unskilled laborers of job opportunities related to the construction of the project

N. Statement of Qualifications

Please provide information regarding the Respondent's ability to finance, develop and manage the proposed project, such as description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

O. References

Respondent shall include a list of no less than three (3) projects completed within the last ten (10) years and submit the following information for each one:

- Name, title and contact information for each project client (i.e. telephone number, email address, mailing address, etc.).

- Provide a description of the listed projects including location, size, scope, estimated value and type of project executed by the Respondent. Also, include either renderings or photos of the completed projects.
- Provide total project costs, the financing structure, timeline from design to completion, and other elements related to financing and completing the project.
- Provide information on the ownership and development team and organization for each project(s) including Principals, Partners or Joint Venture Partner, General Contractors, sub consultants, and others involved in the project and their roles.

P. Local Business Preference

This Solicitation is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. In order to receive local business preference, Respondents must submit a fully completed Form A-3 (if applicable) as part of their proposal.

Failure to submit required documentation along with a fully completed Form A-3 may result in the Respondent being considered ineligible for local preference.

Q. RFP Forms

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit *(if applicable)*
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda *(if applicable)*
- Form A-6 Disclosure of Subcontractors/Sub-consultants *(if applicable)*

All of our forms can be found on our website at:
<https://www.northmiamifl.gov/217/Contract-Forms>

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

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at:

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

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

FAILURE TO SUBMIT THE ABOVE REQUIRED DOCUMENTATION MAY RESULT IN BEING DEEMED NON-RESPONSIVE.

END OF SECTION

SECTION 4.0 EVALUATION CRITERIA/SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

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

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

5.2 EVALUATION PROCESS

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined below in Section 5.3. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

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

5.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of **"0" to "100"** per each Committee member with the maximum number of points for each evaluation category detailed below. The total maximum number of points for each Respondent is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. **The final ranking will be based on the sum total of the Committee's scores for each Respondent, adjusted by the Local Business Preference factor, if any for each Respondent (see Par. 5.5 below).**

The Evaluation Criteria for this Solicitation is as follows:

1. Respondent's qualifications, prior experience with similar projects over the last ten (10) years and ability to successfully execute the proposed development as demonstrated by the following **(30 POINTS)**:
 - a) Prior experience of the Respondent and its team in funding, designing, building and managing comparable developments in a timely and successful manner;
 - b) Financial capacity and commitments to ensure financial success of the proposed development;
 - c) Respondent's prior experience in public-private projects;
 - d) Respondent's past experience working with environmentally impacted sites;
 - e) The qualifications of the Respondent's staff and team members; including the participation of Certified MBE firms and sub-consultants (sub-contractors).
2. The Respondent's approach to design, stakeholder approvals, regulatory reviews, construction, marketing, operation and maintenance of the proposed development. **(10 POINTS)**
3. The Respondent's proposed development and planned improvements to the subject properties referenced in this Solicitation, in particular with regards to accomplishing the proposed goals of the City. **(30 POINTS)**
4. Benefits to be derived by the City from the Respondent's proposal, including, but not limited to, community benefits, real estate taxes and other projected revenues. **(20 POINTS)**
5. **REFERENCES (10 POINTS)**
Respondent shall submit three (3) examples of prior projects completed within the last ten (10) years (see Section 4.0, Par. O, for additional requirements).

5.4 COMMITTEE INTERVIEWS

The Committee may select and choose to invite any and/or all Respondents to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not change or add to their previously submitted proposal.

Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of questions and answers between the Committee and the Respondent. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City disavows any responsibility or liability for any costs or damages, monetary or otherwise, incurred by the Respondent or any of its sub-consultants (sub-contractors) in connection with such interviews/presentations (i.e. travel, accommodations, accidents, etc.).

5.5 LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

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

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

5.6 NEGOTIATION PROCESS

The City reserves the right to choose either a purchase or lease option. The City may determine that selling the property would be in the best interest of the City or; the City may award a lease on the basis of initial offers received in the proposal, without discussions. Therefore, each offer should contain the Respondent's best terms from a monetary, technical and programmatic standpoint.

The City reserves the right to enter into purchase or lease negotiations with the selected Respondent(s) or, at its discretion, simultaneously with more than one Respondent. If the City and the selected Respondent cannot negotiate a successful purchase or lease, the City may terminate said negotiations and may, at the City's option, continue negotiations with the remaining Respondent (s). This process may continue until a sale or lease has been executed or all selected Respondents have been rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

At the time of notification of selection, the City and the selected Respondent(s) will enter into negotiations for a period of up to thirty (30) days. The form and content of the sale or lease to be negotiated will be substantially in accordance with the terms and conditions included in this RFP and the selected Respondent's proposal.

If the City and the selected Respondent have not concluded negotiations and executed a sale or lease agreement within thirty (30) days, but the City Manager, in his sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, the City Manager and the selected Respondent may, by mutual agreement, extend the negotiation period for an additional limited period.

Further extensions to the negotiation period can only be granted by the City Council. If the City and the selected Respondent cannot negotiate a successful sale or lease within the time period described in this RFP, and an extension is not granted by the City Council, the City may elect to finalize negotiations with the next preferred Respondent or issue a new RFP. No Respondent shall have any rights against the City arising from such negotiations.

If an agreement is reached, the negotiated sale or lease along with a recommendation from the City Manager will be presented to the City Council. The City Council's decision of whether to make the sale or lease award which is in the best interest of the City shall be final.

The selected Developer shall enter into a binding Development Agreement with the City and NMCRA, which shall outline the contract start date, bonding and/or insurance requirements, purchase and disposition of the subject Site, the underlying project development design parameters agreed to by the and City, any incentives agreed upon, and the terms and conditions.

END OF SECTION



Appendix “A” Cone of Silence

Cone of Silence Notification

Improvements to Claude Pepper Park, Renovations to Joe Celestin Center and Development of Adjacent Vacant Site RFP No. 19-21-22

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

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

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

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

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

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

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

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

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

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

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

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

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

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

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

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

Sec. 7-193. Procedure.

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

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

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



Appendix "B"

Cover Page & Contact Information Form



COVER PAGE & CONTACT INFORMATION

**IMPROVEMENTS TO CLAUDE PEPPER PARK, RENOVATIONS TO JOE CELESTIN CENTER
AND
DEVELOPMENT OF ADJACENT VACANT SITE
RFP No. 19-21-22**

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

Legal Name of
Respondent(s):

Federal Employee
Identification (FEIN)
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:
(if any)



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

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

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

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

Company Name

Authorized Company Representative (Print Name)

Date

Authorized Company Representative (Signature)

Title