

REQUEST FOR QUALIFICATIONS



RFQ NO:	RFQ 2017-03
TITLE:	Request for Qualifications for Urban Design and Planning Services
ADVERTISEMENT:	January 13, 2017
NON-MANDATORY PRE-SUBMISSION MEETING:	January 24, 2017 TIME: 10:00AM City Hall 2nd Floor Council Chambers 17011 NE 19th Ave., North Miami Beach, FL 33162
QUESTIONS SUBMISSION DEADLINE:	January 31, 2017 TIME: 2:00PM
SUBMISSION DUE DATE:	FEBRUARY 14, 2017 TIME: 2:00PM
SUBMIT TO:	PROCUREMENT MANAGEMENT DIVISION ATT: JOEL WASSERMAN, CPPO 17011 NE 19TH AVE, STE 315 NORTH MIAMI BEACH, FL 33162
1ST REVIEW COMMITTEE MEETING	March 3, 2017 TIME: 2:00PM CITY HALL 2ND FLOOR
2ND REVIEW COMMITTEE PRESENTATIONS/RANK	March 13, 2017 TIME: 2:00PM CITY HALL 2ND FLOOR
COMMISSION AUTHORIZATION TO NEGOTIATE	MARCH 21ST, 2017 TIME: 6:00PM CITY HALL 2ND FLOOR
FORECASTED COMMISSION APPROVAL	APRIL 18TH, 2017 TIME: 6:00PM CITY HALL 2ND FLOOR

SECTION 1.0 GENERAL TERMS AND CONDITIONS	4
1.1 DEFINITIONS.....	4
1.2 INSTRUCTIONS	6
1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION	6
1.4 RESPONDENTS' RESPONSIBILITIES	6
1.5 SUBMISSION OF QUALIFICATIONS	6
1.6 ADDENDA.....	6
1.9 CONFLICTS WITHIN THE RFQ SOLICITATION.....	7
1.10 QUESTIONS REGARDING PRE- QUALIFICATION	7
1.11 CLARIFICATION, OBJECTION, ERROR OR DISCREPANCY	7
1.12 COMPETENCY OF RESPONDENTS.....	7
1.13 NOTICE REQUIREMENTS	7
1.14 AWARD OF RFQ/SELECTION PROCESS.....	8
1.15 PROTESTS	8
1.17 DISQUALIFICATION OF RESPONDENTS.....	9
1.18 SUBCONTRACTING.....	9
1.19 ASSIGNMENT.....	9
1.20 FRAUD AND MISREPRESENTATION	9
1.21 COLLUSION.....	9
1.22 PATENTS AND COPYRIGHTS.....	9
1.23 PUBLIC RECORDS LAW	10
1.24 INFORMATION	10
1.25 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.....	10
1.26 COPELAND "ANTI-KICKBACK"	10
1.27 CHOICE OF LAW	10
1.28 PUBLIC ENTITY CRIMES	10
1.30 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY	11
1.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES	11
1.33 GREEN PROCUREMENT POLICY	11
1.34 INSURANCE REQUIREMENTS	11
1.35 CITY WEBSITE	12
1.36 DISCLAIMER	12
1.37 CONFIDENTIALITY	12
1.38 PAYMENT FOR SERVICES/AMOUNT OBLIGATED	12
1.40 PROPRIETARY RIGHTS	12
1.41 BUSINESS APPLICATION AND FORMS	13
1.42 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	13
1.43 DISCRIMINATION/NONDISCRIMINATION	13
1.44 CONFLICT OF INTEREST	14
1.45 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION	14
1.46 BANKRUPTCY.....	15
1.47 GOVERNING LAW/VENUE	15
1.48 SURVIVAL.....	15
1.49 VERBAL INSTRUCTIONS PROCEDURE	15
1.50 NO CONTINGENT FEES	15
1.51 E-VERIFY	15
1.52 ANNEXATION.....	15
1.53 SOVEREIGN IMMUNITY	15
SECTION 2.0 SPECIAL CONDITIONS	15
2.1 AWARD OF CONTRACT	15
2.2 USE OF SUBCONTRACTORS	15
2.3 SUPERVISION.....	16
SECTION 3.0 DESCRIPTION OF SERVICES	17

3.1	PURPOSE AND INTENT.....	17
3.2	SCOPE OF SERVICES.....	17
3.3	CONTRACT SERVICES	19
SECTION 5.0 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW		23
6.1	ACKNOWLEDGEMENT FORM	24
6.2	RFQ SIGNATURE PAGE FOR CORPORATION.....	25
6.3	RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP.....	26
6.4	STATEMENT OF "NO" BID/RFQ.....	27
6.5	REFERENCE QUESTIONNAIRE	28
6.6	DRUG-FREE WORKPLACE PROGRAM.....	29
6.7	SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY	30
6.8	NONCOLLUSION AFFIDAVIT	31
6.9	SOURCE OF INFORMATION	32
6.10	RESPONDENT'S CERTIFICATION.....	33
6.11	SWORN STATEMENT ON PUBLIC ENTITY CRIMES	34
6.12	DISCLOSURE AND DISCLAIMER.....	36
SECTION 7.0 EXHIBITS		38
7.1	SCHEDULE OF FEES (WILL BE REQUESTED DURING NEGOTIATIONS ONLY)	38

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 INSTRUCTIONS

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

For Policies and Procedures Manual go to: http://www.cityymb.com/index.asp?Type=B_BASIC&SEC={6C75A32F-376C-41B9-81DA-1AF7FB12DBBF}&DE={A12FF13F-CD7A-43B8-9B64-A1CACA04C3E}

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

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

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

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

1.4 RESPONDENTS’ RESPONSIBILITIES

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

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

1.5 SUBMISSION OF QUALIFICATIONS

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

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the RFQ submittal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Respondent should not

rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFQ solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the respondent's responsibility to ensure receipt of all addenda and any accompanying documents. Respondent(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Qualifications. Failure to include signed formal Addenda in its submittal shall deem the submittal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF RFQ

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

1.8 MODIFICATION/WITHDRAWAL OF RESPONSES

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

1.9 CONFLICTS WITHIN THE RFQ SOLICITATION

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

1.10 QUESTIONS REGARDING PRE- QUALIFICATION

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

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

1.11 CLARIFICATION, OBJECTION, ERROR OR DISCREPANCY

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

1.12 COMPETENCY OF RESPONDENTS

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

1.13 NOTICE REQUIREMENTS

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

To the City:

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

To the Respondent:

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

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

1.14 AWARD OF RFQ/SELECTION PROCESS

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

1.15 PROTESTS

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

action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

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

1.16 AGREEMENT/CONTRACT

The awarded Respondent will be required to execute an Agreement/Contract as a condition of award. A sample term sheet has been included in Section 3.3 Preliminary Term Sheet for Agreement for comprehensive planning, zoning code preparation, architectural, landscape, landscape, and urban design services.

1.17 DISQUALIFICATION OF RESPONDENTS

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

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

1.18 SUBCONTRACTING

Refer to Section 2.0 Special Conditions.

1.19 ASSIGNMENT

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

1.20 FRAUD AND MISREPRESENTATION

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

1.21 COLLUSION

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

1.22 PATENTS AND COPYRIGHTS

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

1.23 PUBLIC RECORDS LAW

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

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

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

1.24 INFORMATION

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

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Management Division at by January 31, 2017. Questions must be emailed to Bids@citynmb.com.

1.25 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.26 COPELAND "ANTI-KICKBACK"

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

1.27 CHOICE OF LAW

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

1.28 PUBLIC ENTITY CRIMES

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

1.29 DRUG-FREE WORKPLACE PROGRAM

Respondents are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Respondents shall complete and submit a copy of the attached form and a copy of the program with their

response.

1.30 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

1.31 COMPLIANCE WITH LOBBYIST LAWS

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

1.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

1.33 GREEN PROCUREMENT POLICY

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

1.34 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

1.35 CITY WEBSITE

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

1.36 DISCLAIMER

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

1.37 CONFIDENTIALITY

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

1.38 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

1.39 SEVERABILITY

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

1.40 PROPRIETARY RIGHTS

- A. The proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the proposer hereunder or furnished by the proposer to the City and/or created by the proposer for delivery to the City, even if unfinished or in process, as a result of the Services

the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the proposer's performance hereunder.

1.41 BUSINESS APPLICATION AND FORMS

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

1.42 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

1.43 DISCRIMINATION/NONDISCRIMINATION

- A. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- B. During the performance of this Contract, Respondent agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Respondent attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Respondent or any owner, subsidiary or other firm affiliated with or related to the Respondent is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Respondent was not in violation at the time it submitted its affidavit.

1.44 CONFLICT OF INTEREST

Respondent represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Respondent in this Agreement. This Agreement is entered into by the Respondent without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Respondent directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Respondent or to the best of the Respondent's knowledge, any subcontractor or supplier to the Respondent.
- C. Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest which is in conflict with the respondent's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the respondent provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. Any questions regarding conflict of interest shall be submitted by the Respondent prior to the Submittal Deadline provided for herein, to Jose Smith, City Attorney, 17011 N.E. 19th Avenue, 4th Floor, North Miami Beach, FL 33162 and email josesmith@citynmb.com, for evaluation as to any possible conflict of interest. Determinations by the City Attorney shall be deemed final.

1.45 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

1.46 BANKRUPTCY

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

1.47 GOVERNING LAW/VENUE

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

1.48 SURVIVAL

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

1.49 VERBAL INSTRUCTIONS PROCEDURE

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

1.50 NO CONTINGENT FEES

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

1.51 E-VERIFY

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

1.52 ANNEXATION

Respondent agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.53 SOVEREIGN IMMUNITY

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

SECTION 2.0 SPECIAL CONDITIONS

2.1 AWARD OF CONTRACT

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

2.2 USE OF SUBCONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor.

No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

2.3 SUPERVISION

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

2.5 COSTS INCURRED BY PROPOSERS/COST REIMBURSEMENT

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

SECTION 3.0 DESCRIPTION OF SERVICES

3.1 PURPOSE AND INTENT

Pursuant to Section 287.055, Florida Statutes, the City of North Miami Beach (CITY) invites qualified firms to submit a statement of qualifications to provide comprehensive planning, zoning code preparation, architectural, landscape, and urban design services in response to this Request for Qualifications (RFQ).

The City intends to use the Statement of Qualifications (SOQs) submitted in response to this RFQ to rank order the Respondents according to the most qualified and to then initiate contract negotiations with the top ranked Respondent.

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

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

3.2 SCOPE OF SERVICES

Introduction

The City of North Miami Beach is requesting proposals from qualified professionals to assist the City in preparation of map and text amendments to the Comprehensive Plan and Zoning Code to create the final phase of its award winning mixed-use district zoning, and to provide continuing architectural, landscape, and urban design planning services.

Background

In 2014, the North Miami Beach City Council adopted the Vision 2029 Strategic Plan. Two of the Strategic Plan's top priorities are a fiscally sound city government and a revitalized downtown and major corridors. In 2015, backed by the goals in the Strategic Plan, the City embarked on a bold redevelopment strategy by adopting innovative mixed use land use regulations within the Comprehensive Plan and Zoning Code. The mixed use land use regulations provide appropriate intensities, densities, land use mix, and urban design to foster walkable neighborhoods, great public spaces, and increase the viability of pedestrian, bicycle and public modes of transportation. All of these new urban principles result in a revitalization of the North Miami Beach downtown, major corridors, and an improvement in the City's tax base.

Purpose of the Request

To provide continuing architectural, landscape, and urban design review services on an ongoing basis, and address five areas of the City of North Miami Beach that are the focus of this second phase of planning. The first area will be the B-2 zoned parcels along both the NE 167th/163rd Street, the second area is located in and around the Jackson North Medical Center and shall serve as a mixed-use health care innovation district, the third area will be underutilized big-box retail and commercial properties along the NE 167th/163rd Street corridor, , the fourth area will be an analysis of the NE 19th Avenue corridor, and the fifth area will be the analysis and implementation of a Chinatown District.

The consultant will conduct a parcel analysis of the five proposed planning areas to:

1. Evaluate the appropriate development pattern for those parcels
2. Determine the existing entitlements (non-residential and residential);
3. Evaluate the highest and best use of those sites (establish a vision for these areas); and
4. Utilize the appropriate density and/or basket of rights zoning concept for those areas, which will be the basis for the Comprehensive Plan and zoning code amendments.

In addition, the City is requesting map and text amendments to the Comprehensive Plan and Zoning Regulations as well as the application to the State of Florida for the Comprehensive Plan Amendment. In particular, these districts are described as follows:

1. Mixed-Use B-2 Overlay District

Along the remaining portions of the NE 167th / NE 163rd Street east of Biscayne Blvd. and North of 172nd Street on West Dixie Highway there are remaining parcels currently zoned B-2, General Business. The majority of those parcels contain a variety of commercial uses utilizing legal nonconforming lots and buildings. The City is interested in establishing an overlay or a rezoning to mixed-use to encourage the redevelopment of those parcels into mixed use.

2. **Health Care Innovation District**
This district is proposed to be established in and around the Jackson North Medical Center area as a Health Care Innovation District. Mixed-uses with a focus on medical innovation and related industries will be the primary driver of this district. There is not a defined boundary for this district. The City will rely on stakeholder, surrounding community, and the professional recommendation from the consultant to establish such boundaries.
3. **NE 167th/163rd Street Mixed-Use Corridor**
The 163rd Street Corridor area continues to be a growing concentration of retail, restaurant, and business activity in the City. In particular, the area between NE 8th Avenue and NE 10th Avenue features a concentration of underutilized big box commercial uses. This district also includes the potential for the redevelopment of the unincorporated Miami-Dade County properties, and especially the 163rd Street Mall and surrounding big-box commercial development. As the demand for high visibility retail along the 163rd Street Corridor continues to increase, expansion of businesses and redevelopment of properties in this corridor have been constrained by certain factors. Previous right-of-way expansions of the State Road 826 have caused less than ideal conditions at the fronts of these properties, including an undesirable service drive, lack of adequate sidewalks and landscaping, lack of directional signage for available public parking, and a resulting lack of maintenance and upkeep of properties.
4. **NE 19th Avenue Corridor**
This is a residential and commercial corridor spanning from NE 171st Street to Miami Gardens Drive (NE 185th Street). The corridor features a mix of zoning with single-family residential, residential-office, and limited commercial. Some of the commercial parcels in the northern portion of the corridor remain unsewered. There exists an opportunity for smaller scale redevelopment of the commercial parcels into mixed use while preserving the existing single-family residential areas to the East and West of the corridor.
5. **Chinatown District**
Future planning efforts within the B-2 Corridor should include a focus on the City's parking lots located along NE 162 Street between NE 12th and NE 15th Avenues. One goal would be the assemblage of property into larger development parcels, which could include those City-owned parking lot properties located on NE 162nd Street, in order to offer the opportunity to improve commercial visibility, provide adequate patron parking, and improve the aesthetics of the neighborhood and the commercial corridor. Part of this effort may include a solicitation of interest in the redevelopment of these properties to create a Chinatown considering the many Chinese and Asian businesses and residents in this region of Miami-Dade County. Planning proposals for this area may include rezoning these properties for increased development if warranted. The City could sell these parking lots and properties to the successful bidder, or partner with the developer in a joint venture.

Role of the Consultant

The consultant will work closely with the NMB Community Development Department, and other related County or State agencies. The consultant must demonstrate expertise in preparing creative and innovative mixed use zoning regulations, comprehensive plan amendments, concurrency analysis, architecture, urban design, landscape, and project management.

Timeline

Based on the proposed scope of work, the City requests that the consultant prepare a detailed project timeline with milestones. The desired timeframe from project kick-off to final adoption is six to eight months. If the consultant's proposed timeline exceeds the proposed eight month timeframe, the consultant shall indicate the reasons why they believe additional time will be needed to complete the project.

Proposed Scope of Work

The proposed scope of work outlines the minimum amount of tasks or subtasks necessary to complete the comprehensive plan and zoning regulation amendments and provide ongoing architectural, urban design, and landscape review services. The consultant is encouraged to expand on this scope by recommending alternative tasks, subtasks, scopes, or services that may be appropriate. However, at a minimum the consultant will provide the following tasks, documents, and procedures in their RFQ submission:

1. Kick-off meeting, existing conditions analysis, and develop project strategy;
2. Develop an ongoing project management meeting schedule, public involvement, stakeholder interviews, public official briefings program;
3. Preparation of Powerpoint presentations, maps, reports, and analysis with specific deliverable milestones;

4. Adoption Process. Consultant shall outline an adoption process keeping in mind city deadlines, presentations, county and state agency review, and final adoption by the City Commission.

Documents to be used in the preparation of the RFQ Scope of Work & Evaluation

City of North Miami Beach Comprehensive Plan
Existing Mixed-Use Ordinances
Future Land Use Map
Zoning Map
City of North Miami Beach Zoning & Land Development Code
City of North Miami Beach Charter and Code of Ordinances **see the new City Charter available on the website, adopted on November 8, 2016.*
Miami-Dade County Comprehensive Development Plan
Any other relevant documents as necessary

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

3.3 CONTRACT SERVICES

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

3.4 PROPOSED SERVICES

The City is requesting a draft of the proposed comprehensive planning, zoning code preparation, architectural, landscape, and urban design services WITHOUT THE FINANCIAL TERMS INCLUDED. After selection of the respondent, the scope of work shall be clarified and additional terms shall be negotiated. The final negotiated agreement shall include the following provisions:

1. Provide a listing of the specific individuals assigned to the Consultant Team and for continuing services. All respondents **MUST** identify the full-time Project Manager/primary consultant that they are proposing and submit a written statement that a change in the Project Manager shall be subject to the prior written acceptance and approval by the City Manager.
2. Provision that allows for "termination for convenience" by the City.
3. Company shall indemnify the City and related entities and individuals from losses and claims arising from negligence actions, omissions, intentional misconduct, and failure to perform or comply with contractual obligations and as may further be provided for specific circumstances. Respondent's indemnification shall not be limited by availability or unavailability of insurance coverage.
4. Provision for public outreach/public information including meetings with stakeholders for the identified areas.

SECTION 4.0 SUBMITTAL REQUIREMENTS

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

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

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

4.1 SOQ Cover and Dividers (Not Scored)

SOQ covers must be clearly marked with the RFQ number and project title (RFQ No. 2017-03, Urban Design and Planning Services); the Respondent's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections below should be included in the SOQ.

Section dividers will not be included in the page count.

4.2 Table of Contents (Not Scored)

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

4.3 Cover Letter / Executive Summary (Not Scored)

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

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

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

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

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

For each component of the envisioned scope of services (Section 3.2) as broadly described herein, the Respondent shall provide a summary discussion of the Respondent's technical qualifications and expertise for the scope elements of this project. The summary shall address all aspects of technical capabilities that the Respondent considers relevant and important for the CITY, including but not limited to experience with comprehensive planning, zoning code preparation, architectural, landscape, and urban design services.

Depth of resources to support the scope of work should be described in this section. The Respondent shall demonstrate that it has provided comprehensive planning, zoning code preparation, architectural, landscape, and urban design services for a municipality or other similar entities.

Additionally, the City desires that the Respondent have the ability to provide comprehensive planning, zoning code preparation, architectural, landscape, and urban design services resources for quick response needs.

This section shall be limited to 14 pages.

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

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

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

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

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

Respondents should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the Key Staff proposed for the project. Provide key staff qualifications and resumes and shall all have a minimum of 10 years of applicable experience.

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

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

4.6 Relevant Project Experience (Scored – 20 Points)

Respondents must display considerable relevant experience with the specified type of work. Provide the prime Respondent's Florida and U.S.-only based experience in providing comprehensive planning, zoning code preparation, architectural, landscape, and urban design services capabilities as they relate to this RFQ.

The Respondent shall provide a description of project experience relevant to the scope of work.

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

Information provided shall summarize the project client, scope of services, current status, and current reference.

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

4.7 Project Understanding and Approach (Scored –20 Points)

For components of the contract services identified in Section 3, Respondents shall provide the technical and professional approach for providing comprehensive planning, zoning code preparation, architectural, landscape, and urban design services for the City.

This section shall be limited to 30 pages.

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

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

Specific legal matters and law suits within the last five (5) years.

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

4.9 Bonds, Insurance, and Guarantees

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

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440;
- B. General Liability Insurance on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. **The City of North Miami**

Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach, 17011 NE 19th Ave, North Miami Beach, FL 33162, as the certificate holder, must appear on the certificate of insurance;

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- D. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- E. Respondents must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000.
- F. Performance Bond or Letter of Credit. Written confirmation should be on the letterhead of the financial institution that can provide the performance bond or letter of credit of \$500,000. The financial institution shall confirm that it is licensed to operate in the State of Florida.

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

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

4.10 Professional Licensure

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

4.11 Acknowledgements

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

4.12 Draft of the proposed Services Agreement.

The Respondent shall submit a draft of the proposed comprehensive planning, zoning code preparation, architectural, landscape, and urban design Services Agreement **WITHOUT THE FINANCIAL TERMS INCLUDED** (refer to Section 3.4). The response to this section will not be included in the page count.

4.13 Certified Minority Business Enterprise (Scored 2 Points)

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

SECTION 5.0 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

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

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

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

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

5.1 EVALUATION OF SUBMITTALS

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

EVALUATION CRITERIA FOR RFQ

Criteria	DESCRIPTION	POINTS
1	Technical Resources, Capabilities and Proximity (as outlined in Section 4.4)	25
2	Key Staffing, Organization, and Single Point Accountability (as outlined in Section 4.5)	25
3	Relevant Project Experience (as outlined in Section 4.6)	20
4	Project Understanding and Approach (as outlined in Section 4.7)	20
5	Financial, Regulatory and Contract Compliance and References (as outlined in Section 4.8)	10
6	Certified Minority Business Enterprise (as outlined in Section 4.13)	2
TOTAL		102

SECTION 6.0 CITY REQUIRED FORMS

6.1 ACKNOWLEDGEMENT FORM

NAME OF COMPANY:

(Name of company submitting RFQ)

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

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

INSURANCE POLICY NO(S): _____

EXPIRATION DATE(S): _____

INSURANCE CERTIFICATE(S) ENCLOSED: YES NO

(Print Name)

WARRANTIES _____

6.2 RFQ SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

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

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

Post Office Address

RESPONDENT:

(CORPORATE NAME) TAX ID _____

PRESIDENT'S SIGNATURE PRINT NAME E-MAIL ADDRESS

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [] NO []

If no, give address of principal place of business: _____

6.3 RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

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

RESPONDENT

(FIRM NAME) TAX ID _____

Witnesses:

(SEAL)

PRESIDENT'S SIGNATURE PRINT NAME E-MAIL ADDRESS _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

6.4 STATEMENT OF “NO” BID/RFQ

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

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

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

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

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

Comments: _____

6.5 REFERENCE QUESTIONNAIRE

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

Giving reference for: (Bidder) _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

Name: _____ Title _____

Print Name: _____ Date: _____

6.6 DRUG-FREE WORKPLACE PROGRAM

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

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

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

6.7 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

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

Real property or its use,

Tangible or intangible personal property, or its use,

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

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Membership dues,

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

Plants, flowers or floral arrangements

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

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

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

6.8 NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being first duly sworn, deposes and says that:

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

(SIGNED) _____
Title

Subscribed and sworn to before me this
____ day of _____, 20____
My commission expires:

6.9 SOURCE OF INFORMATION

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

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

6.10 RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification.

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

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

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

Name of Business

BY:

Sworn to and subscribed before me

this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

STATE OF _____

City, State, Zip Code

(_____) _____
Telephone Number

My Commission Expires

6.11 SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

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

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

Signature

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

Personally known _____
OR
Produced identification _____

Notary Public – State of _____

Type of identification

My commission expires: _____

public

Printed, typed or stamped commissioned name of notary

6.12 DISCLOSURE AND DISCLAIMER

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

Name of Business

BY:

Signature

Name and Title, Typed or Printed

Mailing Address

City, State, Zip Code

(_____) _____

Telephone Number

Sworn to and subscribed before me

this ____ day of _____, 20__

Notary Public

STATE OF _____

My Commission Expires _____

SECTION 7.0 EXHIBITS

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

(DO NOT SUBMIT WITH STATEMENT OF QUALIFICATIONS)