



# RFP #43-10-11 (B)

REQUEST FOR PROPOSALS  
FOR THE  
REDEVELOPMENT OF THE  
BISCAYNE LANDING PROJECT



## STAGE 2

of a 2 Step Process

183.85 Acre  
Site Available

**RESPONSES ARE DUE NO LATER THAN**

**Tuesday, September 20, 2011 at 3:00 PM (Eastern Time)**

**AT CITY OF NORTH MIAMI**

**OFFICE OF THE CITY CLERK CITY HALL, 1ST FLOOR**

**776 NE 125TH STREET NORTH MIAMI, FL 33161-4116**

Copies of this RFP Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document # 43-10-11 (B)

CONTACT PERSON: RUBY C. JOHNSON

Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: 305-895-9886 | Fax: 305-895-1015

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



Stage II of the two-step process is reserved for the shortlisted Respondents whose qualifications, based on Stage I, have been determined to closely meet the needs of the City. Stage II requires Respondents to present their concept and plans for the development. These Respondents will be notified in writing to move forward with Stage II of the process. **The City will only accept proposals from those Respondents who have successfully completed Stage I as determined by the City of North Miami.**

### **PROPOSAL SUBMISSION**

Please submit an original proposal, twelve (12) copies and one (1) CD in response to this Request for Proposal (RFP). **Submittals must be accompanied with an Application Fee of \$50,000.**

Proposals are to be submitted in a sealed envelope bearing the name of the Proposer and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, September 20, 2011** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Proposals received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark bids:

### **RFP 43-10-11 (B)**

#### **Biscayne Landing Redevelopment Project – Stage II**

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

<b>Issue Date:</b>	<b>June 29, 2011</b>
<b>Opening of Proposals:</b>	<b>September 20, 2011</b>
<b>Cut- off Date for Questions:</b>	<b>September 13, 2011</b>
<b>Proposal Review:</b>	<b>September 20 – September 31, 2011</b>
<b>Interviews (if necessary):</b>	<b>Week of October 10, 2011 (tentative)</b>

### **PRE-PROPOSAL MEETING**

If deemed appropriate by City Officials, a pre-proposal meeting will be scheduled to discuss specific technical questions. Each Proposer will be notified accordingly.

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Purchasing Director, Ruby C. Johnson at (305) 895-9886 or via email at [biscaynelandingrfp@northmiamifl.gov](mailto:biscaynelandingrfp@northmiamifl.gov). Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum. All addendums will be posted on the City's website and Demandstar.

All questions must be submitted in writing. Questions should be directed to the Purchasing Director and sent via e-mail to [biscaynelandingrfp@northmiamifl.gov](mailto:biscaynelandingrfp@northmiamifl.gov). **Questions must be received no later than 4:00 p.m., September 13, 2011.**

## Table of Contents

<b>Section</b>	<b>Page</b>
1.0 Proposal Format .....	3
2.0 Evaluation / Selection Process .....	15
3.0 Attachments & Contract Forms .....	17
Proposal Contact Information Form .....	18
Purchase Proposal Form .....	19
Lease Financial Proposal Form .....	20
1. Team Composition .....	21
2. Proposer’s Architect .....	22
3. Experience Statement of Proposer’s Architect .....	23
4. References of Proposer’s Architect .....	24
5. Proposer’s Engineer .....	25
6. Experience Statement of Proposer’s Engineer .....	26
7. References of Proposer’s Engineer .....	27
8. Proposer’s Contractor or Construction Manager .....	28
9. Experience Statement of Proposer’s Contractor or Construction Manager .....	29
10. Project Experience of Proposer’s Contractor or Construction Manager .....	30
Form A – 5 Acknowledgement of Addenda .....	31
Form A – 7 Successful Proposer Insurance Requirements .....	32
4.0 Special Conditions .....	33

## **SECTION 1.0 PROPOSAL FORMAT**

### **I. PROPOSAL FORMAT**

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. Plans and spreadsheets however can be submitted on 11" x 17" pages but must be folded into the binder. All documents and information must be fully completed and signed as required. CD's and DVD's must be in adobe format and should be tabbed as indicated below. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

#### **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. CD (must be clearly labeled with Company Name, RFP No. & Title)

One bound original, twelve (12) bound copies (a total of 13) and one (1) copy on a Compact Disk (CD) is required.

### **II. MANDATORY SUBMITTAL REQUIREMENTS**

*NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which is exempt from the Florida Statutes Chapter 119, (Public Records Law).*

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

#### **A. Contact Information Form (Included in Package)**

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

#### **B. Table of Contents**

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

#### **C. Letter of Intent**

Provide a 1 page statement summarizing your intent to either PURCHASE or LEASE the property.

The RFP submittal requirements are been divided into two (2) parts. Please follow the submission requirements for the appropriate option.

**Purchase Option or Lease Option**

All Proposers must continue to instructions in Section 2 after selecting one of the above options.

If any Proposer elects to submit proposals for both options, two (2) separate proposal documents must be submitted.

## PURCHASE OPTION

The following information must be provided if proposing to **purchase** the property:

### D. Application Fee

The proposal must include a deposit in the form of a cashier's check for \$50,000. This will be refunded to unsuccessful proposers and not refunded to the successful proposer and applied to costs incurred by the City.

For the successful Respondent who proposes to **purchase** the property, a good faith deposit of a minimum of \$1,500,000 will be required. These funds are due at the start of negotiations and will be held in escrow. The funds shall be refunded if negotiations fail.

The successful Respondent will be responsible for the payment of all outstanding property taxes.

The successful Respondent will be responsible for reimbursing the City for its documented expenses up to \$1,000,000 for third party attorneys and consultants to include the City's carrying costs for the property since the termination of the prior development lease agreement.

Prior to the issuance of a building permit, the person or firm proposing the development shall deposit with the Department of Community Planning and Development a cash bond, surety bond, or time deposit bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of any and all improvements which may be required within dedicated rights of way and/or public facility easements to insure the placement thereof. The City will accept an irrevocable letter of credit from a qualified financial institution in lieu a bond.

### E. Financial Proposal

The proposal for sale shall provide the following information:

1. A statement of whether the proposal includes the entire property offered by the City.
2. Proposals for the purchase of the site must include a proposed purchase price to be paid by the selected Developer. Such price must be expressed as an absolute dollar figure. Proposals must contain an offer to purchase the property. The proposer's offer shall be submitted on the **"Purchase Proposal Form"** provided later in this RFP, and in the manner required on such form; there are no exceptions allowed to this requirement. If the proposer wishes to submit an alternate purchase proposal, the proposer must first submit the purchase proposal in accordance with the required form, and then include a separate alternate purchase proposal. Proposers who do not submit the purchase proposal in accordance with said form will not be considered to have responded to this element.
3. Proposals must include an explanation of the rationale employed in determining the proposed purchase price. All proposals must be based on providing the City a fair market, arms length, purchase price for the City's property.

The City reserves the right to reject any proposal which, in the City's sole judgment, does not

offer adequate compensation for the property interest being offered in this RFP.

## **F. Terms And Conditions of Sales Agreement**

### **1. Drafting of Sales Agreement**

By submitting a submission in response to this RFP, each proposer agrees that the sales agreement or any other contract resulting from this RFP will be drafted under the supervision of the City of North Miami City Attorney. Selection of a proposer does not obligate the City of North Miami to accept all of the terms of the successful Proposer's submission.

### **2. Condition of Property**

The property will be conveyed "as-is" but the City will assign the existing environment cleanup agreement with ES Consultants and will agree to use the existing Miami-Dade County grant funds to make payments under such agreement. As of March 31, 2011, there remains \$24,414,622.05 of \$31,027,000 in the grant for closure of the landfill.

### **3. Representations and Warranties**

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

### **4. Insurance**

The selected proposer shall furnish, within fifteen (15) business days of award of a sales agreement by the City Council and prior to any entry on the property for due diligence inspections, to the Risk Management a Certificate(s) of insurance that shows that insurance coverage has been obtained that meets City requirements. (See Form A-7 for Insurance Requirements)

## **G. Financial Capability**

Description of the Proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years;

The nature of this information provided in the proposal is at the discretion of the proposer. The Proposer is encouraged to provide the maximum level of information that, along with the Proposer's track record, will enable the City to evaluate financial capability. However, the City recognizes the sensitivity of some Proposers to revealing this information in a public process, particularly at an early stage.

Letters of interest from financial institutions are required.

## **H. Master Physical Development Plan**

Taking into account known existing environmental conditions and the standards of goals of the City, include a proposed plan for the physical size and locations of buildings, open space and other elements within the project area. The key purpose of this design work is to allow the Developer to project costs and phasing to prepare a solid financial proposal.

- a) Provide the Preliminary Design, including: site plan, illustrative floor plans, massing, elevations, building height in feet and number of floors and gross square feet per floor, description of style and prominent features, and renderings or other graphics to communicate physical form and feel of project. Graphics in the proposal submittal should not exceed 11" x 14". Larger graphics are encouraged for in-person presentation, though three dimensional models are not to be presented.
- b) The submittal must include the following analysis:
  - I. Detailed Market and Operating analyses indicating support for, estimated pricing and usage of project components. Specifically, the market study should address target markets, market segmentation, existing and potential proposed competitive supply, fair share/capture/market penetration analysis with bases for competitive performance, and such other factors as may indicate and explain estimated annual occupancy, average daily rate, as well as other revenues and expenses;
  - II. Site data information which includes a zoning analysis establishing the proposal's conformance with zoning and land use and a detailed description of the Green construction practices to be utilized that will result in at least a LEED Certification or greater or utilization of a similar nationally recognized Green practice standard.
  - III. An economic impact study by an independent, qualified economist indicating community needs and/or benefits of the proposed development.
  - IV. A school impact study by an independent, qualified person or firm or school district staff indicating the effect of the proposed development upon the public school system.
  - V. A Vehicular and Pedestrian Traffic Analysis and Plan for the proposed development by a licensed Traffic Engineer. The traffic impact study should show the impact of the proposed development on the surrounding area, the traffic potential to be generated by the development, the adequacy or inadequacy of existing streets to safely carry the predicted traffic loads, necessary changes in the street system or design caused by the development, projected costs of such improvements which may not be borne by the developer.
  - VI. A utility impact study including the impact of the proposed development and needed public and private services including, but not limited to water, sewer, sanitation, drainage, code enforcement, police and fire protection, library and parks & recreation.
- c) Characterization of development, use, design, and management concepts in terms of target markets, price points, rate structure, operating/management structure, potential or committed tenants (provide letters of interest or commitment), design style, quality level, or other that would give the City a true understanding of the character of the project.
- d) State if applicable, mix of uses and the gross and net square feet, in total and for

each use, and details or other relevant program characteristics, e.g. number of rooms, square footage and seating capacity of banquet/conference facilities, other hotel amenities, public amenities, total square footage, type and average tenant size for retail, restaurant (and seating capacity), office space, parking spaces (public replacement and private required) public facilities and amenities.

- e) Specify the above by floor, and, if the project is to be developed in more than one structure and/or in more than one phase, specify the above information for each structure and/or phase.

## **I. Phasing Plan**

Provide a plan for the timing of build-out of the proposed Development Plan

- a) If the project is to be developed in more than one phase, specify the use information for each phase. NOTE: Developer – funded public amenities must be included in Phase 1 of the project if developed in phases or an acceptable bond posted, in a form acceptable to the City.
- b) Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. Contingencies that would impact development schedule.
- c) Construction Staging Plan including nature and timing of on- and off-site impacts.

## **J. Public Facilities**

Nature of any public facilities and amenities and their operational programming, management, availability to public, and pricing. If any uses are contemplated as possible variations or alternates to those proposed above, they must be identified in the proposal.

## **K. Park**

A description of the 37 acre parcel to be developed by the proposer on property to be retained and operated by the City as an “active park” together with public access to same and the proposer’s proposed improvements for same.

## **L. Participation in Profits**

Proposals for a sale should state any participation offered to the City for the future cash flow generated by the operation of the project and in the net proceeds from any refinancing, sale, syndication or other similar capital transaction. The terms and conditions of such participation should be clearly stated. Participations are not required in a sale but if included as a part of a financial offer, gross revenue participations are preferred.

## **M. Community Benefits**

Detail proposed benefits to the City such as affordable housing, public facilities and assistance with commercial corridor redevelopment activities; community benefits agreements and local preference outreach efforts. Special issues may emerge in negotiations between the city and

the developer in the disposition and development of this site. The developer must exhibit a willingness to acknowledge the importance of other quality of life issues that emerge and may have impact on the disposition and development process.

**N. Tenant Letters of Intent**

Demonstrated commitments from tenants, if any.

**O. Development Team (Utilize Forms included in Section 3.0)**

Provide all members of the development team, including the developer, Management Company, architect, financial partner(s) (if any), consultants and other members key to development or operation of the project.

Specify which members of the development team will have an ownership position in the development entity and their ownership share in that entity.

If any principal(s) of the proposing development entity (any team member with an equity ownership in the entity) are involved in ownership, acquisition, development, or management (either currently or prospectively) of a comparable facility in southeast Florida or other competitive location, specify the nature of Proposer's involvement, the nature and location of the project, and the relationship of that project to the present proposal in terms of competitive or complementary impact, and especially if the advancement of one proposed project would impact involvement with the other.

**P. Statement of Qualifications**

Information supplementing what was provided in the Stage I proposal for team members regarding the Proposer's ability to finance, develop and manage the proposed project, such as description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

Between the original Stage I submittal and the present Stage II submittal, information for Proposer and its team members should satisfy the submittal requirements specified in the Stage I RFP. Proposers should use the forms included in the Stage I RFP and should not submit information redundant with that submitted in the previous Stage.

**- End of Purchase Option -**

## LEASE OPTION

The following information must be provided if proposing to lease the property:

### D. Application Fee

The proposal must include a fee in the form of a cashier's check made to the City of North Miami for \$50,000. The fee is refundable to all non-successful Proposers and non-refundable to the successful proposer.

For the successful Respondent who proposes to **lease** the property, a good faith deposit of minimum of \$1,500,000 will be required. These funds are due at the start of negotiations and will be held in escrow. The funds shall be refunded if negotiations fail. Also, an additional minimum initial payment of \$17.5 million will be required once an agreement has been signed in addition to an initial lease payment of a minimum of \$1,500,000, for the annual ground lease payment to the City commencing on a date agreed upon by the City. The funds held in escrow may be released to make this payment.

The successful Respondent will be responsible for the payment of all outstanding property taxes.

The successful Respondent will be responsible for reimbursing the City for its documented expenses up to \$1,000,000 for third party attorneys and consultants to include the City's carrying costs for the property since the termination of the prior development lease agreement.

Prior to the issuance of a building permit, the person or firm proposing the development shall deposit with the Department of Community Planning and Development a cash bond, surety bond, or time deposit bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of any and all improvements which may be required within dedicated rights of way and/or public facility easements to insure the placement thereof. The City will accept an irrevocable letter of credit from a qualified financial institution in lieu a bond.

### E. Financial Proposal

The Proposer's offer shall be submitted on the "**Lease Financial Proposal Form**" provided in this RFP, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate financial proposal, the Proposer must first submit the financial proposal in accordance with the required form, and then include a separate alternate financial proposal. Proposers who do not submit the financial proposal in accordance with said form will not be considered to have responded to this element.

Financial Proposals must include an offer of Minimum Guaranteed Rent and are encouraged to include an offer of Participation Rent as well.

Provide a payment proposal to the City for the rights to develop the Project Area in conformance with this request and consistent with the proposed Development plan. Submit a description of the proposing organization's approach to developing, financing, maintaining, and managing the proposed project.

Market and financial analysis and financing plan, including:

- a) Detailed Market and Operating analyses indicating support for, estimated pricing and usage of project components. Specifically, the market study should address target markets, market segmentation, existing and potential proposed competitive supply, fair share/capture/market penetration analysis with bases for competitive performance, and such other factors as may indicate and explain estimated annual occupancy, average daily rate, as well as other revenues and expenses;
- b) Development cost budget, detailing all major categories of hard and soft costs;
- c) Financing assumptions for construction and operating periods;
- d) Sources and uses of funds;
- e) Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for at least ten years of operation beginning upon project completion;
- f) Financing commitments;
- g) If project is to be developed in more than one phase, clearly present above information for each independent phase and aggregate for total project.

## **F. Financial Capability**

Description of the Proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years;

The nature of this information provided in the proposal is at the discretion of the proposer. The Proposer is encouraged to provide the maximum level of information that, along with the Proposer's track record, will enable the City to evaluate financial capability. However, the City recognizes the sensitivity of some Proposers to revealing this information in a public process, particularly at an early stage.

Letters of interest from financial institutions are required.

## **G. Master Physical Development Plan**

Taking into account known existing environmental conditions and the standards of goals of the City, include a proposed plan for the physical size and locations of buildings, open space and other elements within the project area. The key purpose of this design work is to allow the Developer to project costs and phasing to prepare a solid financial proposal.

- a) Provide the Preliminary Design, including: site plan, illustrative floor plans, massing, elevations, building height in feet and number of floors and gross square feet per floor, description of style and prominent features, and renderings or other graphics to communicate physical form and feel of project. Graphics in the proposal

submittal should not exceed 11" x 14". Larger graphics are encouraged for in-person presentation, though three dimensional models are not to be presented.

- b) The submittal must include the following analysis:
- I. Site Data information which includes a zoning analysis establishing the proposal's conformance with zoning and land use and a detailed description of the Green construction practices to be utilized that will result in at least a LEED Certification or greater or utilization of a similar nationally recognized Green practice standard.
  - II. An economic impact study by an independent, qualified economist indicating community needs and/or benefits of the proposed development.
  - III. A school impact study by an independent, qualified person or firm or school district staff indicating the effect of the proposed development upon the public school system.
  - IV. A Vehicular and Pedestrian Traffic Analysis and Plan for the proposed development by a licensed Traffic Engineer. The traffic impact study should show the impact of the proposed development on the surrounding area, the traffic potential to be generated by the development, the adequacy or inadequacy of existing streets to safely carry the predicted traffic loads, necessary changes in the street system or design caused by the development, projected costs of such improvements which may not be borne by the developer.
  - V. A utility impact study including the impact of the proposed development and needed public and private services including, but not limited to water, sewer, sanitation, drainage, code enforcement, police and fire protection, library and parks & recreation.
- c) Characterization of development, use, design, and management concepts in terms of target markets, price points, rate structure, operating/management structure, potential or committed tenants (provide letters of interest or commitment), design style, quality level, or other that would give the City a true understanding of the character of the project.
- d) State if applicable, mix of uses and the gross and net square feet, in total and for each use, and details or other relevant program characteristics, e.g. number of rooms, square footage and seating capacity of banquet/conference facilities, other hotel amenities, public amenities, total square footage, type and average tenant size for retail, restaurant (and seating capacity), office space, parking spaces (public replacement and private required) public facilities and amenities.
- e) Specify the above by floor, and, if the project is to be developed in more than one structure and/or in more than one phase, specify the above information for each structure and/or phase.

## **H. Phasing Plan**

Provide a plan for the timing of build-out of the proposed Development Plan

- a) If the project is to be developed in more than one phase, specify the use information for each phase. NOTE: Developer – funded public amenities must be included in Phase 1 of the project if developed in phases or an acceptable bond posted, in a form acceptable to the City.
- b) Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. Contingencies that would impact development schedule. While the actual date upon which the lease agreement will be executed will be subject to variation, to facilitate comparative evaluation by the City, proposers should assume an executed lease agreement as of November 1, 2011. NOTE: that possession will not occur for any City site until specific pre possession conditions have been satisfied to confirm developer-readiness.
- c) Construction Staging Plan including nature and timing of on- and off-site impacts.

## **I. Public Facilities**

Nature of any public facilities and amenities and their operational programming, management, availability to public, and pricing. If any uses are contemplated as possible variations or alternates to those proposed above, they must be identified in the proposal.

## **J. Park**

A description of the 37 acre parcel to be developed by the proposer on property to be retained and operated by the City as an “active park” together with public access to same and the proposer’s proposed improvements for same.

## **K. Participation in Profits**

Proposals for a ground lease should state any participation offered to the City for future cash flow generated by the operation of the project and in the net proceeds from any refinancing, sale, syndication or other similar capital transaction. The terms and conditions of such participation should be clearly stated. Participations are not required in ground lease proposal, but if included as a part of a financial offer, gross revenue participations are preferred.

## **L. Community Benefits**

Detail proposed benefits to the City such as affordable housing, public facilities and assistance with commercial corridor redevelopment activities; community benefits agreements and local preference outreach efforts. Special issues may emerge in negotiations between the city and the developer in the disposition and development of this site. The developer must exhibit a willingness to acknowledge the importance of other quality of life issues that emerge and may have impact on the disposition and development process.

## **M. Management Plan**

Provide a management plan detailing proposed plan of operating the project - both the private and public uses. Submit proposed management responsibilities of the City relating to the project, if any.

#### **N. Tenant Letters of Intent**

Demonstrated commitments from tenants, if any.

#### **O. Development Team (Utilize Forms Included in Section 3.0)**

Provide all members of the development team, including the developer, Management Company, architect, financial partner(s) (if any), consultants **and other members key to development or operation of the project.**

Specify which members of the development team will have an ownership position in the development entity and their ownership share in that entity.

If any principal(s) of the proposing development entity (any team member with an equity ownership in the entity) are involved in ownership, acquisition, development, or management (either currently or prospectively) of a comparable facility in southeast Florida or other competitive location, specify the nature of Proposer's involvement, the nature and location of the project, and the relationship of that project to the present proposal in terms of competitive or complementary impact, and especially if the advancement of one proposed project would impact involvement with the other.

#### **P. Statement of Qualifications**

Information supplementing what was provided in the Stage I proposal for team members regarding the Proposer's ability to finance, develop and manage the proposed project, such as description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

Between the original Stage I submittal and the present Stage II submittal, information for Proposer and its team members should satisfy the submittal requirements specified in the Stage I RFP. Proposers should use the forms included in the Stage I RFP and should not submit information redundant with that submitted in the previous Stage.

#### **Q. Insurance**

The selected proposer shall furnish, within fifteen (15) business days of award of a sales agreement by the City Council and prior to any entry on the property for due diligence inspections, to the Risk Management Division, a Certificate(s) of insurance that shows that insurance coverage has been obtained that meets City requirements. (See Form A-7 for Insurance Requirements)

**END OF SECTION 1**

## SECTION 2.0 EVALUATION / SELECTION PROCESS

### A. SELECTION PROCESS

The City will review all purchase and lease proposals and make a determination which method will be in the best the best interest of the City. Committee recommendations will include recommendations for rejection, for negotiation, or for other considerations. The City Manager will forward a detailed report to the City Council.

Responses to this RFP should include a proposal that will achieve the best results for the City of North Miami and for the site, including leveraging all resources necessary to complete the redevelopment and demonstrating sufficient capacity to complete the redevelopment.

The specific criteria that will be utilized in this review are as follows:

1. Financial benefits to be derived from lease or purchase revenues, real estate taxes and any other significant fiscal revenues **(30 Points)**;
2. Relative ability of Proposer to implement the project based on Developer's and its team's experience and capacities in funding, designing, building and managing comparable developments in a timely and successful manner including:
  - a) Financial capacity and commitments as they would impact the likelihood of implementation and provision of proposed revenues to the City;
  - b) Proposer's past performance on projects of similar scope and size;
  - c) Proposer's prior experience in public-private projects;
  - d) Proposer's past experience working with environmentally constrained sites;
  - e) The experience and history of the firm and individuals, general quality of work, general reputation, and ongoing technical and staff capacities **(30 Points)**;
3. Likely market and financial viability of the proposed project (including nature and strength of project, tenant, and financing commitments and nature of phasing and other contingencies) as they indicate the likelihood of the proposed project to be developed in a timely manner, operated successfully, and generate the anticipated revenues to the City **(20 Points)**;
4. The ability of the proposed project to fulfill City planning objectives for the project as stated in Stage I which included the ability to act as a catalytic anchor to spawn additional appropriate redevelopment in the area; to incorporate a physical and/or programmatic public element that would allow it to serve as a defining destination showpiece **(20 Points)**.

It should be noted that, although revenue generated by the project is an important evaluation criterion, the City is not obligated to award to negotiate with the Proposer who proposes the highest financial return to the City.

## **B. INTERVIEWS – IF NECESSARY**

After the proposals have been evaluated, Respondents with the highest scores may be more closely considered through a presentation of their approach to perform the project(s). Time will be allowed for questions and answers after the presentation.

Upon completion of the oral presentations, the Evaluation / Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

## **C. NEGOTIATION PROCESS**

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

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

At the time of notification of selection, the City and the selected Proposer(s) will enter into negotiations for a period of up to one hundred and twenty (120) days. The form and content of the sale or lease to be negotiated will be substantially in accordance with the terms and conditions included in this RFP and the selected Proposer's proposal.

If the City and the selected Proposer have not concluded negotiations and executed a sale or lease agreement within one hundred and twenty (120) days, but the City Manager, in his sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, the City Manager and the selected Proposer may, by mutual agreement, extend the negotiation period for an additional limited period.

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

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

## **END OF SECTION 2.0**

## **SECTION 3.0 CONTRACT FORMS**

The forms included in this section must be utilized. Included are the following:

Proposal Contact Information Form	Must be completed by all Respondents
Purchase Proposal	Must be completed if proposing to purchase property
Lease Proposal	Must be completed if proposing to lease property

Must be complete by all Respondents

1. Team Composition
2. Proposer's Architect
3. Experience Statement of Proposer's Architect
4. References of Proposer's Architect
5. Proposed Engineer
6. Experience Statement of Proposer's Engineer
7. References of Proposer's Engineer
8. Proposer's Contractor or Construction Manager
9. Experience Statement of Proposer's Contractor or Construction Manager
10. Project Experience of Proposer's Contractor or Construction Manager

Form A – 5 Acknowledgement of Addenda

Form A – 7 Successful Proposer Insurance Requirements



**CITY OF NORTH MIAMI**

**PROPOSAL CONTACT PERSON INFORMATION**

**RFP 43-10-11 (B)  
Biscayne Landing Redevelopment Project  
Part II**

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

LEGAL NAME OF PROPOSER(S) \_\_\_\_\_

FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSONS NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



**PURCHASE PROPSAL**  
**(Complete only if proposing to purchase the property)**

A. Proposed Purchase Price for the 183.85 Acre Site

\$ \_\_\_\_\_  
(Dollar Amount)

\_\_\_\_\_  
(Written Amount)

B. Attach proposed terms and conditions

**CERTIFICATIONS**

1. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals unless the property is sold to another party; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
2. It is the objective of the City of North Miami to obtain the highest quality property at a competitive market price. All terms listed in the proposal shall be subject to negotiation between the Offeror and the City Manager. No understanding, whether oral or written, whether made prior to or contemporaneously with the sale negotiations, shall serve to enlarge, modify, limit or otherwise affect the terms and conditions as ultimately detailed in the executed sale contract.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

\_\_\_\_\_  
Name: (Please Print)

\_\_\_\_\_  
Offeror Signature Title: Date:



**LEASE FINANCIAL PROPOSAL**  
(Complete only if proposing to lease the property)

A. Proposed Lease Terms for the 183.85 Acre Site are as follows:

Minimum Guaranteed Rent	\$ _____
Participation Rent	\$ _____
Additional Compensation	\$ _____
Total Compensation	\$ _____
Other Additional Compensation	\$ _____

B. Attach proposed terms and conditions

**CERTIFICATIONS**

1. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals unless the property is sold to another party; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
2. It is the objective of the City of North Miami to obtain the highest quality property at a competitive market price. All terms listed in the proposal shall be subject to negotiation between the Offeror and the City Manager. No understanding, whether oral or written, whether made prior to or contemporaneously with the sale negotiations, shall serve to enlarge, modify, limit or otherwise affect the terms and conditions as ultimately detailed in the executed sale contract.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

\_\_\_\_\_  
Name: (Please Print)

\_\_\_\_\_  
Offeror Signature Title: Date:

## 1. TEAM COMPOSITION

- a) Note any new members and their qualifications that have been added since the Stage I submittal.
- b) Indicate if any team members have been removed since Stage I.

**2. PROPOSER'S ARCHITECT**

Name, address and telephone number of architectural firm:

Name:

Street  
Address:

Mailing  
Address:

Telephone: ( )

Is the firm registered to practice in Florida? Yes ( ) No ( ) (If yes, please submit proof of registration.)

Names of principals and their titles who will be chiefly responsible for the planning and design of the Project:

Name	Title
Name	Title
Name	Title

Names, addresses, and telephone numbers of other design consultants who will have a major role in designing the Project.

Name of Firm	Name of Firm
Street Address	Street Address
Mailing Address	Mailing Address
Telephone ( )	Telephone ( )
Name of Principal Contact	Name of Principal Contact

### **3. EXPERIENCE STATEMENT OF PROPOSER'S ARCHITECT**

- a) Separate and apart from the team's collaborative experience, describe, in detail, the duration and extent of architect's experience with special emphasis upon experience, if any, with large scale multi-use, public-private and waterfront-oriented development projects.
- b) Also state, in detail, the names and pertinent experience of the principals who will be directly involved in designing the project and whether the experience was with Proposer or another firm.
- c) In addition, please include photographs or other illustrative material depicting projects that will demonstrate architect's ability to design a quality development for the project.
- d) Also describe the built environment surrounding any such developments. The name and address should be given for each project identified, as well as for persons familiar with the development who could respond to inquiries from the City Manager. The architect should also identify its specific role in each project.

#### 4. REFERENCES OF PROPOSER'S ARCHITECT

List two persons or firms for whom Proposer's architect has completed projects during the past three years.

Reference No. 1

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

Reference No. 2

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

**5. PROPOSER'S ENGINEER**

Name, address and telephone number of engineering firm:

Name:

Street  
Address:

Mailing  
Address:

Telephone: ( )

Is the firm registered to practice in Florida? Yes ( ) No ( ) (If yes, please submit proof of registration.)

Names of principals and their titles who will be chiefly responsible for the planning and design of the project:

Name	Title
Name	Title
Name	Title

Names, addresses, and telephone numbers of other design consultants who will have a major role in designing the Project.

Name of Firm	Name of Firm
Street Address	Street Address
Mailing Address	Mailing Address
Telephone ( )	Telephone ( )
Name of Principal Contact	Name of Principal Contact

## **6. EXPERIENCE STATEMENT OF PROPOSER'S ENGINEER**

- a) Separate and apart from the team's collaborate experience, describe, in detail, the duration and extent of engineer's experience with special emphasis upon experience, if any, with large scale multi-use, public-private and waterfront-oriented development projects.
- b) Also state, in detail, the names and pertinent experience of the principals who will be directly involved in designing the project and whether the experience was with Proposer or another firm.
- c) In addition, please include photographs or other illustrative material depicting projects that will demonstrate engineer's ability to design a quality development for the project.
- d) The name and address should be given for each project identified, as well as for persons familiar with the development who could respond to inquiries from the City Manager. The engineer should also identify its specific role in each project.

## 7. REFERENCES OF PROPOSER'S ENGINEER

List two persons or firms for whom engineer has completed projects during the past three years.

Reference No. 1

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

Reference No. 2

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

**8. PROPOSER'S CONTRACTOR OR CONSTRUCTION MANAGER (if known)**

Name, address and telephone number of contractor or construction manager:

Name:

Street  
Address:

Mailing  
Address:

Telephone: ( )

General Contractor License #: \_\_\_\_\_

Names of principals and their titles who will be chiefly responsible for the construction of the Project:

Name	Title
Name	Title
Name	Title

Names, addresses, and telephone numbers of other contractors or construction managers who will have a major role in construction of the Project.

Name of Firm	Name of Firm
Street Address	Street Address
Mailing Address	Mailing Address
Telephone ( )	Telephone ( )
Name of Principal Contact	Name of Principal Contact

**9. EXPERIENCE STATEMENT OF PROPOSER'S CONTRACTOR OR CONSTRUCTION MANAGER**

- a) Separate and apart from the team's collaborative experience, describe, in detail, the duration and extent of experience with special emphasis upon experience, if any, with large mixed shared-use or waterfront projects.
- b) Also state, in detail, the names and pertinent experience of the principals who will be directly involved in the project.
- c) In addition, please include photographs or other illustrative material depicting projects that will demonstrate contractor or construction manager's ability to build a quality development for the project.
- d) The name and address should be given for each project identified, as well as for persons familiar with the development who could respond to inquiries from the City Manager. Contractor or construction manager should also identify its specific role in each project.

**10. PROJECT EXPERIENCE OF PROPOSER'S CONTRACTOR OR CONSTRUCTION MANAGER**

List all persons or firms with whom contractor or construction manager has completed projects during the past three years which exceed \$20 million.

Project No. 1

Name:

Firm:

Title:

Address:

Telephone:( )

Nature, dollar value and magnitude of business association:

Project No. 2

Name:

Firm:

Title:

Address:

Telephone:( )

Nature, dollar value and magnitude of business association:

Project No. 3

Name:

Firm:

Title:

Address:

Telephone:( )

Nature, dollar value and magnitude of business association:

Project No. 4

Name:

Firm:

Title:

Address:

Telephone:( )

Nature, dollar value and magnitude of business association:



**FORM A-5**

**ADDENDUM TO RFP DOCUMENTS**

RFP NUMBER: **RFP 43-10-11 (B)**

RFP OPENING DATE: **Tuesday, September 20, 2011**

To All Proposers:

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Contracting Officer prior to submitting a Proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their Proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP and must signed in the space provided below. Proposer's failure to return this form will be deemed non-responsive and will not be considered for award.

---

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

Acknowledged by:  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



## FORM A-7

## Biscayne Landing Insurance Requirements

The successful Respondent assumes the responsibility for insuring the development and shall be fully responsible for insuring its own property

- Commercial General Liability Insurance – preferably written on an occurrence form with \$2,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
  - Damage to rented premises \$ 100,000
  - Personal & Advertising Injury \$2,000,000
  - General Aggregate \$2,000,000
  - Products Completed / Op Aggregate \$2,000,000

This insurance shall cover any improvements to land and public areas therein.

- Excess Umbrella Liability - \$25,000,000 / occurrence / Aggregate
- Workers' Compensation Insurance – Statutory limits; Employer's Liability Insurance - \$1,000,000
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage, covering any auto – including hired & non-owned - \$1,000,000
- Builder's Risk Insurance – (If structure will be constructed on land)

To be carried during any period of construction or improvement, insuring the improvements against all casualties on a progressively insured basis for not less than 100% of the replacement cost of the improvement on a completed value form, or equivalent coverage as part of the property policy.

- Boiler & Machinery- On all steam and pressure boilers, for any improvements in such amounts and forms of policies as customarily carried for similar improvements in the geographic location.

All insurance shall be kept in full force and effect and shall be issued by companies rated at least A- as to management and at least class VIII in financial strength on the latest edition of A.M. Best. The City of North Miami shall be included as a named insured (to the extent obtainable) otherwise the City shall be included as an additional insured. All policies of insurance shall be endorsed to provide that they shall not be cancelled or non-renewed without 30 days written notice to the City of North Miami.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

## **SECTION 4.0 SPECIAL CONDITIONS**

### **A. The City Options**

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

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

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

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

### **B. Rules, Regulations, and Requirements**

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

### **C. Change of Proposal**

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

### **D. Withdrawal of Proposal**

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

### **E. Modifications of Proposal**

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

### **F. Indemnification**

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

expressly understands and agrees that any insurance protection required by this Lease or other provided by selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The selected Proposer shall obtain insurance which satisfies the hold harmless provision of this section, which insurance shall name the City as an additional insured.

#### **G. Representations and Warranties**

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

#### **H. Sale or Lease / Contract Award**

The award, if any, shall be made to the selected Proposer whose proposal shall be deemed by the City Council to be in the best interest of the City. The City Council's decision of whether to make the award and which proposal is in the best interest of the City shall be final.

#### **I. Permits and Approvals**

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

#### **J. Development Costs**

The selected Proposer will be required to obtain all necessary permits and pay all required fees. The selected Proposer shall be responsible for all expenses incurred in connection with the proposed development including, but not limited to, surveying, platting, application fees, etc. The base proposal should assume that all on- and off-site public improvements required for development of the Site (including but not limited to streets, street widening, street lights, sidewalks, water/sewer mains, parking garages, landscaping, off-site public facilities?, etc.) will be the responsibility of the selected Proposer. Extension, relocation, upgrading or connection of new utilities, if necessary, will be the selected Proposer's responsibility.

All development fees and permits imposed by the City, Miami-Dade County, or any other agency of appropriate jurisdiction in connection with the development will be the responsibility of the selected Proposer.

While Proposer's base proposal and financial analyses must assume no financial responsibility or consideration on the part of the City, if the Proposer believes that it would be to the advantage of the City in terms of overall financial benefit, for the City to fund proposed public improvements, or to provide tax increment or other consideration, Proposer may supplement its base proposal and financial analyses with a second alternate financial proposal and corresponding financial analyses assuming such proposed assistance. The proposed assistance should be clearly presented along with the rationale, benefit, and risks to the City. It is the City Council prerogative to consider any second, alternate option.

#### **K. Property Taxes**

The selected Proposer will be responsible for the payment of all outstanding and current property taxes on land and improvements.

#### **L. Lease/Contract Term**

The Proposer will propose the duration of the lease. However, the term of the lease shall not exceed ninety-nine (99) years.

Possession of the property shall be conveyed at such time as the Developer shall satisfy its

ability and commitment to imminently commence construction upon such property, as evidenced by it having secured necessary approvals, construction contract, and financing commitments and satisfied other conditions precedent to be negotiated. The first year of the lease as it relates to the above-stated lease term shall be considered to commence upon possession. Prior to such date, the executed lease shall be considered a development agreement or agreement to lease subject to fulfillment of conditions precedent to possession.

**M. Disposition Terms**

The City intends to dispose of the property in “as is condition”, with the developer responsible for any environmental remediation, demolition of existing structures and other site preparation costs. The City will assign the existing environment cleanup agreement and will agree to use the existing Miami-Dade County grant funds to make payments under such agreement. As of March 31, 2011, there remains \$24,414,622.05 of \$31,027,000 in the grant for closure of the landfill.

**N. Subordination**

The lease shall not be made subject to subordination and cannot be transferred or assigned within six (6) years from the time of contract execution.

**O. Insurance**

The selected proposer shall furnish, within fifteen (15) business days of award of an agreement by the City Council and prior to any entry on the property for due diligence inspections, to the Risk Management Division a Certificate(s) of insurance that shows that insurance coverage has been obtained that meets City requirements. (See Form A-7 for Insurance Requirements)

**P. Vendor Registration**

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms it knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the city’s procurement ordinance at [www.northmiamifl.gov/purchasing](http://www.northmiamifl.gov/purchasing)

**END OF SECTION 4**