



## REQUEST FOR QUALIFICATION

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**EXECUTIVE DIRECTOR COMMUNITY REDEVELOPMENT AGENCY  
(CRA) FOR THE CITY OF NORTH MIAMI**

**RFQ No. 15-14-15**

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**PRE-SOLICITATION CONFERENCE**

NOT APPLICABLE

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

FRIDAY, JANUARY 23, 2015 AT 12:00 PM

**RESPONSE SUBMISSION DATE AND TIME**

FRIDAY, JANUARY 30, 2015 AT 3:00 PM (LOCAL TIME)

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AT

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

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. 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.

Copies of this Solicitation 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 No. **15-14-15**

Contact Person: Shannon Graham, Purchasing Manager  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov)  
Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Qualifications from qualified individuals ("Proposers" or "Respondents") to provide Executive Director services for the Community Redevelopment Agency (CRA) for the City of North Miami, Florida.

Please submit one (1) original bound Proposal, two (2) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and 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 Proposals:

**"IMPORTANT, SOLICITATION ENCLOSED"**  
**Executive Director Community Redevelopment Agency (CRA) For the City of North Miami**

**RFQ No. 15-14-15**

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

Event	Date	Time
Last Date for Receipt of Written Questions:	January 23, 2015	12:00pm
Opening of Solicitation:	January 30, 2015	3:00pm
City Council Contract Approval Date:	To Be Determined	

*(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25 from the Purchasing Department.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,  
Shannon Graham,  
Purchasing Manager

**Table of Contents**  
**Section / Title**

**Section 1.0 Instructions to Proposers/ General Terms and Conditions .....4**

**Section 2.0 Special Conditions..... 11**

**Section 3.0 Scope of Services / Technical Specifications ..... 13**

**Section 4.0 Evaluation/Selection Process ..... 14**

**Section 5.0 Proposal Format ..... 17**

**Section 6.0 Attachments, Forms & Appendix.....211**

**Appendix A COVER PAGE & CONTACT PERSON INFORMATION .....222**

**Appendix B Price Proposal Form ..... 23**

**Appendix C Submittal Checklist Form .....24**

**Attachment A, Exhibit 1, By-Laws of North Miami Community  
Redevelopment Agency .....25**

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

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

A-5 Acknowledgement of Addenda

A-14 References

Attachment can be found on the City's website accompanying this Solicitation at: [www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

# SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

## 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- c) "**Contractor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation. Contractor shall be the City's Design-Builder of the Project.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract for the design and construction of the pedestrian walkway, fishing and viewing pier. The Project includes design, planning, permitting, construction, code inspection and final inspections necessary to build the component parts encompassing the Project.
- h) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the work to be performed by the Contractor or consultant.
- i) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- j) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the city, whether directly or indirectly, on behalf of the Contractor.
- k) "Work" or "Services" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a Subcontractor, including the construction services required for the Project solicited, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill their obligations to the City.

## 1.2 CITY OVERVIEW

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

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

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

## 1.3 INVITATION

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

## 1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

## 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been

convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### **1.6 LOBBYING**

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

#### **1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

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

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

#### **1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be responded in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **1.9 ORAL REPRESENTATION**

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

#### **1.10 ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

#### **1.11 CANCELLATION OF THE SOLICITATION**

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

#### **1.12 PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written

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

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

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

#### **1.13 CONTRACT**

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

#### **1.14 DEVELOPMENT COSTS**

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

#### **1.15 TAX EXEMPT STATUS**

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

#### **1.16 RESPONSE SUBMISSION AND OPENING**

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

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

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

#### **1.17 ASSIGNMENT OF RESPONSE**

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

#### **1.18 WITHDRAWAL OF RESPONSE**

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

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

#### **1.19 PUBLIC RECORDS AND EXEMPTIONS**

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

#### **1.20 REJECTION OF RESPONSES**

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

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsive; or

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

#### **1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

#### **1.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

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

#### **1.23 CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Proposals.

#### **1.24 THE CITY OPTIONS**

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

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

Solicitation, shall be the sole and absolute discretion of the City.

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

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

#### **1.25 CONTRACT AWARD**

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

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

#### **1.26 PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

#### **1.27 NON-RESPONSIVE PROPOSALS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build

Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

### **1.28 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

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

### **1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers

from those listed in the Proposal except upon written approval of the City (See "Form A-6").

### **1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

### **1.31 EXCEPTION TO THE RFP**

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

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

### **1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION**

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

### **1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall demonstrate in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

**1.34 RULES, REGULATED AND LICENSING REQUIREMENTS**

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

**1.35 COMMUNITY BENEFITS PLAN**

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

**1.36 MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

**1.37 TRUTH IN NEGOTIATION STATEMENT**

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

**1.38 REVIEW OF SOLICITATIONS**

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

**1.39 LATE SUBMISSIONS**

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

**1.40 SOLICITATION OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

**1.41 ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Agreement, the prevailing party

shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.42 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

**1.43 CONSTRUCTION SERVICES**

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

**1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT**

It is understood and agreed by the Contractor that the North Miami Building Department and its

inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

**1.45 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Solicitation is to solicit qualifications and selection of a Respondent for an CRA Executive Director for the City of North Miami. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent may be selected.

### **2.2 TERM OF CONTRACT**

Services shall commence upon the Resolution of award by the City Council and shall be for an initial term of one year with two annual renewal options.

### **2.3 METHOD OF AWARD**

See section 4 for method of evaluation and award

### **2.4 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Awarded Respondent to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Awarded Respondent to discontinue all Work under Contract. The Awarded Respondent shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

### **2.5 OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

## **2.6 COUNCIL MEETING**

Awarded Respondent must be available to attend City Council meetings when required and be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative."

## **2.7 SOLICITATION CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Shannon Graham via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

**END OF SECTION**

**SECTION 3.0**  
**SCOPE OF SERVICES /**  
**TECHNICAL SPECIFICATIONS**

**3.1 INTRODUCTION**

The City has issued this Request for Qualifications to solicit competitive Proposals from an individual ("Respondent") responsible for managing the City's Redevelopment programs and overseeing the day to day operations for initiating, planning, and coordinating the City's redevelopment and economic development initiatives. The CRA Executive Director works under the general supervision of the City Manager.

**3.2 SCOPE OF WORK / WORK CRITERIA**

Responsibility. The Executive Director shall prepare the CRA agenda, attend all meetings of the CRA, and shall be responsible for carrying out the policies established by the CRA. The Executive Director shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA. The Executive Director shall hire and set compensation for necessary employees of the CRA, including contract employees. The Executive Director shall be responsible for preparing an annual budget for the CRA's approval, and shall be otherwise responsible for the CRA's fiscal operations per the attached By-Laws of North Miami Community Redevelopment Agency.

For additional specific information of the Executive Director's responsibilities, please see attached Exhibit 1, By-Laws of North Miami Community Redevelopment Agency.

**END OF SECTION**

## **SECTION 4.0 EVALUATION/SELECTION PROCESS**

### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

### **4.2 MINIMUM QUALIFICATION**

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide CRA Management Services as a CRA Executive Director per Exhibit 1, By-Laws of North Miami Community Redevelopment Agency and must meet the following minimum requirements to be considered responsive. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and may not be evaluated / scored.

- 4.2.1** At a minimum, the Respondent shall have at the time of bid opening a Bachelor’s Degree from an accredited college or university in Planning, Public Administration, Engineering, or a closely related field;
- 4.2.2** References at a minimum, Proposer must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last ten (10) years.
- 4.2.3** Relevant Experience: Respondents must have completed at least three projects similar in size and nature within the past ten (10) years;

### **4.3 EVALUATION PROCESS**

A committee appointed by the City Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. The committee’s evaluation of Respondents shall be on the basis of the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

#### 4.4 **SELECTION CRITERIA**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent’s total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent’s responsiveness to City’s needs. Criteria to be considered include:

<b>Criteria</b>	<b>Maximum Points</b>
Qualifications and Experience	35
Methodology and Approach (Management Plan)	25
Project Specific Experience	25
Price Proposal	5
South Florida Local Preference Experience (10 – Miami Dade County, 5 – Broward County, 3 – Palm Beach County Experience)	10
<b>Evaluation Score:</b>	<b>100</b>

##### 4.4.1 **QUALIFICATIONS AND EXPERIENCE (MAXIMUM POINTS 35)**

1. Provide a statement of qualifications for yourself, a description of services you have provided, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses/degrees requested in the “Minimum Qualification” section of this Solicitation.
2. If applicable, list the professional qualifications for this service requested by this Solicitation. In lieu of listing this information, you may submit a resume. The resume shall concentrate on the person’s experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.
3. Provide a listing of the Respondent’s con/similar completed project (e.g., provide costs, photos, etc...)

##### 4.4.2 **METHODOLOGY AND APPROACH MANAGEMENT PLAN (MAXIMUM POINTS 25)**

Proposed Methodology, Approach and Implementation Plan should demonstrate the Respondent’s response to meet the services required by the City, as listed throughout this Solicitation by identifying the specific components proposed, how the requirements shall be addressed, as specified; providing a detailed description of the essential performance

characteristics proposed; demonstrating how the proposed methodology meets or exceeds the specifications. Relevant considerations include the quality and feasibility of your approach to meeting these needs, attach a Project plan if appropriate.

**4.4.3 PROJECT SPECIFIC EXPERIENCE (MAXIMUM POINTS 25)**

**4.4.4 PRICE PROPOSAL (MAXIMUM POINTS 5)**

A total Price Proposal (proposed "Contract Price") shall be submitted on the **PRICE PROPOSAL FORM** in "Appendixes B" - Price Schedule.

**4.4.5 LOCAL PREFERENCE EXPERIENCE (MAXIMUM POINTS 10)**

The City is seeking Respondents that are located and have or are currently providing services to the tri-county area (Palm Beach County area – 3 points, Broward County area – 5 points, and Miami-Dade County area – 10 points) within the last three years.

**4.5 ORAL PRESENTATIONS**

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and evaluation committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

**4.6 NEGOTIATIONS**

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

**4.5.1** Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, has been involved within the last three years.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

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

### **5.3 GENERAL INSTRUCTIONS**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

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

#### **5.3.1 COPIES**

Please submit an original Proposal, be sure to clearly mark "Original" as such. Two (2) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

#### **5.3.2 SUBMISSION**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Council Chambers by a member of the Purchasing Department.

**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 Proposal).

## **5.4 PROPOSAL FORMAT**

The proposal must be in the following format. Failure to include responses to items #1 through #8 in this Section 5 may result in the proposer being deemed non-responsive and resulting in the proposal not being considered.

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

### **LABEL EACH SECTION AS NUMBERED**

#### **1. INDIVIDUALS NARRATIVE**

The Respondent shall provide a Narrative Description of the company and the project. Included in this narrative shall be a list of any exemptions or assumptions made by the respondent. Included as part of the narrative shall be the following information

- Name
- Home Address, Phone Number and Email address
- Office address, telephone number, and local address and phone number.

#### **2. CONCEPTUAL DESIGN**

- Provide a statement of the Respondents understanding of the Work. Include a plan and time frame for the Work;
- Innovativeness: Provide a conceptual design for the proposed Work. Include planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the Work in a timely manner without sacrificing quality.

#### **3. PRICE PROPOSAL**

The Respondent to provide annual salary requirements.

#### **4. METHODOLOGY & APPROACH TO THE PROJECT**

Proposers approach methodology to providing the services requested in this Solicitation:

- Suitability of the methodologies and approaches used in achieving tasks.
- Ability to meet desired timelines and deadlines.

## 5. QUALIFICATION & EXPERIENCE

Proposer's relevant experience, qualifications and past performance

- An explanation of why the Proposer is the best qualified to perform the Work and demonstrate its qualifications including an item-by-item disclosure outlining how the Respondent meets or exceeds the requirements of this RFP per Exhibit 1 By-Laws.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the work required.
- Provide applicable educational degrees, Certificates, licenses, etc.
- Proposers must provide proof they have been engaged in similar work as described herein for a minimum of eight years.
- Proposer must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last ten years.
- Relevant Experience: Respondents must have at least one (1) project similar in size and nature within the past five (5) years.

### 5.5 APPENDIXES FORMS

At minimum each Bidder shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

#### i. COVER PAGE FORM (APPENDIXES A)

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the Respondent's name. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address.

The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the City as needed in reference to this Solicitation. Cover Page and Contact information shall be limited to one (1) 8-1/2" x 11" page.

#### ii. SUBMITTAL CHECKLIST (APPENDIXES C)

The Submittal Checklist shall be submitted as part of the RFQ. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

## 5.6 **CONTRACT FORMS**

All Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at ([http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)) for all applicable addends.

**END OF SECTION**

**SECTION 6.0  
ATTACHEMENTS, FORMS  
& APPENDIX**





**Appendix A**  
**COVER PAGE & CONTACT PERSON INFORMATION**

**EXECUTIVE DIRECTOR COMMUNITY REDEVELOPMENT  
AGENCY (CRA) FOR THE CITY OF NORTH MIAMI**

**RFQ No. 15-14-15**

Include this sheet as the very first page of your Proposal. Please complete the entire 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 Solicitation.

Legal Name of Proposer: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Persons Name: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

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



**Appendix B**  
**PRICE PROPOSAL FORM**

**EXECUTIVE DIRECTOR COMMUNITY REDEVELOPMENT AGENCY  
(CRA) FOR THE CITY OF NORTH MIAMI RFP 11-13-14**

TOTAL Annual Price (proposed annual "Salary")

\$ \_\_\_\_\_  
(FIGURES)

\_\_\_\_\_  
(IN WORDS)

1. The price listed in the Price Proposal Form shall include the total annual salary cost.
2. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Request for Qualification and shall conform with all requirements of the Request for Qualification.

\_\_\_\_\_  
Offeror Signature

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

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

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



**Appendix C  
PROPOSAL SUBMITTAL CHECKLIST**

**EXECUTIVE DIRECTOR COMMUNITY REDEVELOPMENT  
AGENCY (CRA) FOR THE CITY OF NORTH MIAMI  
RFQ No. 15-14-15**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

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

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Price Solicitation Form	
Tab/Page No.	Section Two (2) Narrative Description	OFFICE USE ONLY
	Conceptual Design	
	Methodology & Approach to the Project	
	Qualification & Experience	
	Methodology, Approach & Outreach	
Tab/Page No.	Section Three (3) City Contract Forms	OFFICE USE ONLY
	A-5 Acknowledgement of Addenda	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		

BY-LAWS  
OF  
NORTH MIAMI  
COMMUNITY REDEVELOPMENT AGENCY

Index

ARTICLE 1 GENERAL ..... 1

    1.1 ESTABLISHMENT AND NAME. .... 1

    1.2 PURPOSE AND OBJECTIVES..... 1

    1.3 SEAL..... 1

    1.4 MEMBERS AND TERMS..... 1

    1.5 COMPENSATION. .... 1

ARTICLE 2 OFFICERS AND EMPLOYEES..... 1

    2.1 OFFICERS..... 1

    2.2 CHAIR..... 1

    2.3 VICE-CHAIR..... 2

    2.4 EXECUTIVE DIRECTOR..... 2

        2.4.1. General..... 2

        2.4.2. Responsibility..... 2

        2.4.3. Property Negotiations..... 2

    2.5 SECRETARY.. .... 2

    2.6 GENERAL AND SPECIAL COUNSEL. .... 2

    2.7 EMPLOYEES, AGENTS AND CONSULTANTS..... 3

        2.7.1. Hiring..... 3

        2.7.2. Employment Contracts..... 3

        2.7.3. Personnel Policies..... 3

ARTICLE 3 MEETINGS..... 3

    3.1 REGULAR MEETINGS. .... 3

    3.2 SPECIAL MEETINGS. .... 3

    3.3 EMERGENCY MEETINGS. .... 3

    3.4 NOTICE OF MEETINGS. .... 4

    3.5 QUORUM AND VOTING. .... 4

    3.6 RECESSED AND CONTINUED MEETINGS. .... 4

    3.7 RULES OF ORDER. .... 4

ARTICLE 4 CONTRACTS..... 4

    4.1 EXECUTION OF INSTRUMENTS. .... 4

    4.2 REAL PROPERTY ACQUISITION AND DISPOSITION. .... 4

4.3	PURCHASING GOODS AND SERVICES. ....	4
ARTICLE 5 FISCAL MATTERS .....		5
5.1	FISCAL YEAR.....	5
5.2	BUDGET.....	5
5.3	ACCOUNTING PRACTICES. ....	5
5.4	ANNUAL AUDIT. ....	5
5.5	ANNUAL REPORT. ....	5
5.6	BONDING OF OFFICERS AND EMPLOYEES.....	6
5.7	MAINTENANCE AND DISBURSEMENT OF FUNDS. . ....	6
5.8	SUPERVISION OF ACCOUNTS. ....	6
ARTICLE 6 ADVISORY COMMITTEES.....		6
6.1	POWER TO CREATE. ....	6
ARTICLE 7 AMENDMENTS .....		7
7.1	AMENDING.....	7
ARTICLE 8 INDEMNIFICATION AND INSURANCE.....		7
8.1	INDEMNIFICATION OF THE CRA, ITS OFFICERS, MEMBERS, AND EMPLOYEES. ....	7
8.2	INSURANCE.....	8

BY-LAWS  
OF  
NORTH MIAMI  
COMMUNITY REDEVELOPMENT AGENCY

(A Community Redevelopment Agency Created  
Pursuant to Chapter 163, Part III, Florida Statutes)

These By-Laws of the City of North Miami Community Redevelopment Agency address the administration and management of the Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, or the Interlocal Cooperation Agreement dated September 1, 2005 between Miami-Dade County, the City and the Agency then, in that event, the statute or Interlocal Cooperation Agreement shall prevail.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the City Council of the City of North Miami, Florida, as the City's governing body (the "City") established a community redevelopment agency known as North Miami Community Redevelopment Agency (the "Agency" or "CRA").

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the City.

1.3 Seal. The CRA shall have a seal which shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. In accordance with Section 163.357(1), Florida Statutes, the City Council of the City has designated itself as the governing board of the CRA. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners," or "CRA Board". An individual member of the CRA shall be referred to as a "Commissioner"

1.5 Compensation. The Commissioners shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

ARTICLE 2

OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair and a Vice-Chair.

2.2 Chair. The Mayor of the City shall serve as Chair of the CRA. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The Vice-Mayor of the City shall serve as the Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The CRA Board shall appoint a CRA Executive Director to administer its business and operations.

2.4.1. General. The Executive Director shall be the chief executive officer of the CRA.

2.4.2. Responsibility. The Executive Director shall prepare the CRA agenda, attend all meetings of the CRA, and shall be responsible for carrying out the policies established by the CRA. The Executive Director shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA. The Executive Director shall hire and set compensation for, necessary employees of the CRA, including contract employees, except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the CRA's approval, and shall be otherwise responsible for the CRA's fiscal operations.

2.4.3. Property Negotiations. The Executive Director may evaluate and negotiate for the CRA to acquire appropriate parcels of property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The CRA Board shall appoint the CRA Secretary. The Secretary shall be the custodian of the official seal and all books and records of the CRA. The Secretary shall attend all meetings of the CRA and keep minutes of its proceedings. All minutes once approved by the CRA shall be signed and certified by the Secretary and the Chair of the CRA, and shall be prima facie evidence of the facts and happening stated within the official minutes. The Secretary shall keep the seal in safe custody and have the power to affix the CRA's official seal to and attest all contracts and instruments to be executed by the CRA. The Secretary may delegate such duties to one or more individuals as a designee of the Secretary. The Secretary may perform such other duties as may be assigned by the Board.

2.6 General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. Upon receiving the recommendation of the General Counsel, the Board shall also appoint and set

compensation for any Special Counsel as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

## 2.7 Employees, Agents and Consultants.

2.7.1. Hiring. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board of Commissioners is empowered to approve employment contracts, professional services agreement and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

2.7.2. Employment Contracts. The CRA Executive Director is empowered to execute employment contracts with such persons employed by the CRA within the pay ranges and benefits approved annually in the adopted budget of the CRA. The duration of such employment contracts entered into by the Executive Director shall not exceed two (2) years unless approved by the CRA Board. Unless otherwise approved by the CRA Board, employees of the CRA are entitled to the same leave benefits (i.e. vacation, sick, holiday, etc.), performance pay benefits, and severance pay as accrue to City employees in similar or equivalent classifications. Nothing herein shall prohibit the CRA from using City employees to provide services to the CRA subject to City approval in accordance with an Interagency Services Agreement to be entered into by both parties.

2.7.3. Personnel Policies. The CRA Executive Director shall prepare and submit for the approval of the CRA Board of Commissioners the personnel policies governing the CRA.

## ARTICLE 3

### MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chairman, the Executive Director or any other two (2) Commissioners of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chairman or by a majority of the Board or by the Executive Director providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting.

3.4 Notice of Meetings. The Executive Director will mail or deliver written notice of each regular meeting to CRA Board at least three (3) days prior to such meeting. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public, appropriate City officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate City officials and the news media as is reasonable under the circumstances.

3.5 Quorum and Voting. A majority of the CRA Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner.

3.6 Recessed and Continued Meetings. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the City Council of the City of North Miami; provided, however, in the absence of any applicable procedure of the City, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

#### ARTICLE 4

#### CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Chair and the Executive Director, attested by the Secretary and the form of any such instrument shall be previously approved by the General Counsel or duly authorized designee provided; however, that where by resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. In the absence of the Chair, the Vice-Chair may execute such instruments.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Chapter 163, Part III, Florida Statutes.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, and for purchases that must be made

under specific requirements of law or the CRA Board, the Executive Director or his written designee(s) may procure goods or services up to and including Twenty-Five Thousand Dollars (\$25,000.00) per purchase or contractual agreement. It is the intent of this provision that the amount of disbursement to a vendor providing goods or a contractor providing services not singularly or cumulatively exceed Twenty-Five Thousand Dollars (\$25,000.00) without the approval by motion of the CRA Board. The CRA Board must approve by motion all procurements for goods or services in excess of Twenty-Five Thousand Dollars (\$25,000.00). Except as provided, nothing contained herein is intended to limit the authority of the Executive Director or the CRA Board from procuring goods or services under the terms and conditions of a third party contract procured by another unit of state or local government when deemed in the best interest of the CRA.

## ARTICLE 5

### FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

5.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the Board. The auditor of the CRA may not be the same auditor doing the annual audit of the City.

5.5 Annual Report. The CRA shall file with the City and with Miami-Dade County, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the City a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the City and in the CRA's office.

5.6 Bonding of Officers and Employees. The CRA may require that any or all Commissioners and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires. The Executive Director shall be bonded in an amount not less than the amount that the Executive Director is authorized to procure goods or services without the approval of the CRA Board.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA Board or as provided for in accordance with these By-Laws, and pursuant to an adopted budget. All funds disbursed shall be supported by appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation, no single or cumulative obligation requiring a disbursement in excess of Twenty-Five Thousand Dollars (\$25,000.00) to any one individual, person or corporate entity shall be made unless specifically approved by the CRA Board.

5.8 Supervision of Accounts. The Executive Director, subject to the direction of the CRA, shall have control and be responsible for the internal supervision and control of the accounts of the CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may not delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the CRA Board of Commissioners may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA as provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA. All checks or disbursements of funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall have the additional signature of the Chair and approval of the CRA Board.

## ARTICLE 6

### ADVISORY COMMITTEES

6.1 Power to Create. The CRA Board of Commissioners may, by resolution, create any committee or board to act in an advisory capacity to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA. The resolution establishing such committee or board shall set forth its specific powers and duties, the number and qualification of its members, the method of appointment and term of its members, and the minimum rules, regulations and reporting requirements upon which it shall operate. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the Commissioners shall appoint all members to committees or advisory boards that it shall create. The CRA Board of Commissioners may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CRA.

ARTICLE 7

AMENDMENTS

7.1 Amending. The By-Laws of the CRA may be amended after hearing two readings of the proposed amendments, with both the proposed and final amendment adopted by an affirmative vote of no less than three of the Commissioners at any two consecutive regular or special meetings of the CRA. No such amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to the Commissioners.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Officers, Members, and Employees. The CRA shall indemnify its commissioners, officers, employees or other persons serving at the request of the CRA in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or she shall be made a party or is threatened to made a party by reason of his or her being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a CRA commissioner, officer or employee of the CRA or person serving at the request of the CRA against all expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he or she shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his or her duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

8.2 Insurance. The CRA may purchase insurance for indemnifying its commissioner, officers, employees and other persons serving at the request of the CRA to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Adopted on October 25, 2005 by the CRA Board of the North Miami Community Redevelopment Agency.