



## REQUEST FOR QUALIFICATIONS

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### Land Development Regulations (LDR) & Zoning Map Update

#### RFQ No. 37-15-16

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##### PRE-PROPOSAL CONFERENCE

WEDNESDAY, JULY 20, 2016 AT 10:00 AM (LOCAL TIME)

##### DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS

MONDAY, JULY 25, 2016 AT 3:30PM (LOCAL TIME)

##### DEADLINE FOR RECEIPT OF PROPOSALS

MONDAY, AUGUST 08, 2016 AT 3:30PM (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, FIRST 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 are available at the City of North Miami's Purchasing Department website at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **RFQ No. 37-15-16**.

Contact Person: Alberto Destrade, Purchasing Director  
Email: [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) | Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the “City”, is hereby soliciting Qualifications from professional and experienced firms to review the City’s current Land Development Regulations (LDRs) and Zoning Map, and provide a comprehensive plan to incorporate the future development goals, objectives and policies to the City’s Comprehensive Plan.

Please submit one (1) original bound Proposal, seven (7) 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 by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

**“IMPORTANT SOLICITATION ENCLOSED”**  
**Land Development Regulations & Zoning Map Update**  
**RFQ No. 37-15-16**

The City’s schedule (timetable) for this Solicitation is as follows:

| Event   | Date             | Time     |
|---|------------------|----------|
| Advertisement Date:   | 07/08/2016       |          |
| Pre-proposal Conference   | 07/20/2016       | 10:00 AM |
| Deadline for Receipt of Written Questions<br>(see section 2.6): | 07/25/2016       | 3:30 PM  |
| Deadline for Receipt of Proposals:                              | 08/08/2016       | 3:30 PM  |
| Evaluation Committee Meeting:                                   | To Be Determined |          |
| City Council Review Date:                                       | To Be Determined |          |

*(The City reserves the right to delay or modify the above dates and will post notice of any changes on the Purchasing Department website.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be downloaded from the City’s Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held on the date and time specified in the Solicitation Timetable section at the City of North Miami Police Department located at 700 NE 124<sup>th</sup> St, North Miami, FL 33161, 1<sup>ST</sup> Floor Community Room to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

**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 select the Respondent offering the greatest benefit to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192, Code of Silence, prohibiting certain communications with the City as described under Section 1, Instructions To Respondents, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade  
Purchasing Director

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**Contract Forms**

All of our procurement forms are fillable and can be found on our website at:  
<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- A-2 Non-Collusive Proposal Certificate
- A-3 Local Preference Affidavit
- A-3(a) Statement of Intent
- A-5 Addendum to Bid Documents
- A-6 Bidder's Disclosure of Subcontractors and Supplies
- A-7 General Insurance Requirements
- A-14 References

## SECTION 1.0

### INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

#### 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the City by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the City and the Respondent.
- c) "Department" means a department of the City of North Miami.
- d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- f) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City Manager resulting from this Solicitation and upon the parties executing a Contract.
- g) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- h) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services pursuant to this Solicitation.
- j) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

#### 1.2 CITY OVERVIEW

The City of 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 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 consultants 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 REQUEST FOR QUALIFICATIONS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services 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, must be executed by the Respondent. If the "Public Entity Crime Affidavit" is not submitted as part of the 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 has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City if it is determined that the Respondent did not comply with the requirements of this Section. If so, the City shall have no liability to the Respondent for any Work performed or materials furnished.

#### 1.6 LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the City Council Members or any evaluation committee members or employees of the City for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will not be considered

for review. The City's Purchasing Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

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

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

In addition, the principals of any Respondents or its proposed 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 Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement 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 performed or material furnished.

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

Respondents shall contact the City's Purchasing Department for all inquiries relating to this Solicitation. Any request for clarifications and/or questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted to the Purchasing Department by email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov).

Request for clarifications and/or questions shall not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and posted on the Purchasing Department's webpage located at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

### **1.9 ORAL REPRESENTATION**

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

### **1.10 ADDENDA**

Any revisions to this Solicitation will be posted by the City on the Purchasing Department's webpage located at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number. The City may revise the deadline for response submission at any time prior to the date and time

scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the City prior to the deadline by checking the Purchasing Department's webpage at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.

### **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 wishes to protest any provision of this Solicitation, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation 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, North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office**

### **1.13 AGREEMENT**

Respondent understands that neither this Solicitation nor Respondent's proposal constitute an Agreement with the City. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate City staff, approved by the requisite level of authority within the City and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

### **1.14 COST OF PROPOSALS**

Neither the City nor its representatives shall be liable for any expenses incurred by Respondents concerning the preparation, submission or presentation of Proposals in response to this Solicitation. All information in the Proposals 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 purchases of tangible property.

### **1.16 PROPOSALS SUBMITTAL AND OPENING**

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

The City will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

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 deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by City staff, they then become property of the City, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

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

Respondents are hereby placed on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes (known as the "Public Records Law") at the time the City posts notice of its decision or intended decision regarding recommended award of this RFQ or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide the Purchasing Department with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in

their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

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

### **1.21 EVALUATION COMMITTEE & INTERVIEWS**

An Evaluation Committee ("Committee") shall be established to review and evaluate all Proposals in response to this Solicitation. The Committee members will independently evaluate each Respondent on the merits of each Proposal and an oral presentation by each Respondent in accordance with the scoring criteria stipulated below under Section 5.5. The total number of points scored by each Committee member will be based on the maximum points available for each scoring category.

Upon conclusion of the Committee's evaluation, the Committee will provide the Purchasing Department with the results of their scores and their final ranking. The Purchasing Department shall then forward the results of the Committee's evaluation and final rankings to the City Manager for review and approval.

### **1.22 CITY COUNCIL REVIEW AND APPOINTMENT**

The results of the Evaluation Committee, shall be submitted for review and approval by the City Manager.

After reviewing the evaluation committee's recommendation, the City Manager may:

- (1) Approve the recommendation of the evaluation committee and submit the results to the Mayor and Council for review or;
- (2) Reject the evaluation committee's recommendation and direct the evaluation committee to re-evaluate and make further recommendations or;
- (3) Reject all proposals and direct staff to proceed accordingly.

The City Council may accept or reject in whole or part the Committee's recommendation.

### **1.23 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 Proposals received in response to this Solicitation.

The determination of the criteria and evaluation process for this Solicitation, as well as whether or not an award is made by the City, shall be at 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.

#### **1.24 CONTRACT AWARD**

The City may select and award one (1) or more Respondents for this Contract, but reserves the right to not make any award whatsoever, if deemed to be in the best interest of the City.

Prior to final execution of an Agreement with the City, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the City, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

#### **1.25 PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 6.0 of the Solicitation.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the City's Purchasing Department and acknowledging their review of the addendum, if any, as part of the Proposal (see Form "A-5").

#### **1.26 NON-RESPONSIVE PROPOSALS**

Proposals deemed to be non-responsive shall not be eligible for award under this Solicitation. Proposals may be considered non-responsive as a result of various factors including, but not limited to, the failure to meet the minimum qualifications contained in this Solicitation, failure to follow the instructions provided in this Solicitation, failure to submit the requisite documentation, incomplete or ambiguous responses, and failure to respond in a timely manner to request for additional information from the City.

Proposals will be rejected if not received by the City on or before the date and time specified as the deadline for submittal.

#### **1.27 CONE OF SILENCE**

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

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement 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 member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

#### **1.28 RESPONDENT'S DISCLOSURE OF SUBCONSULTANTS AND SUPPLIERS**

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier SubRespondents vendors 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 SubRespondents vendors or suppliers from those listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

#### **1.29 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 an Agreement as failure to register may result in the rejection of the Proposal. To register, you may contact the Purchasing Department at (305) 895-9886 or you may download the application from our website [www.northmiamifi.gov/departments/purchasing](http://www.northmiamifi.gov/departments/purchasing). 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 awarded as a result of this Solicitation.

#### **1.30 EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation 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 raised by a Respondent must be submitted in writing and clearly indicate 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is submitted, the City will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

### **1.31 LOCAL VENDOR PREFERENCE**

The evaluation of competitive Solicitations is subject to Section 7-151 of the City Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

- a) *Local business* means the offeror, supplier, or contractor: (1) has a business located in the City of North Miami with a current city business tax receipt issued prior to the city's issuance of the solicitation for supplies or services; (2) has at least ten (10) percent of its total workforce residing in the City of North Miami prior to the city's issuance of the solicitation for supplies or services; and/or (3) subcontracts at least ten (10) percent of the contractual amount of a city project with subcontractors who are physically located within the City. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the city.
- b) *Preference to local business.* Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.
- c) *Comparison of qualifications.* The preferences established in no way prohibit the right of the City of North Miami to compare quality of supplies or services proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

### **1.32 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are 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.

### **1.33 COMMUNITY BENEFITS PLAN**

[Not Applicable]

### **1.34 MODIFICATIONS OF PROPOSAL**

Unsolicited modifications or revisions to Proposals will not be permitted after the deadline for submittal and opening of Proposals.

### **1.35 TRUTH-IN-NEGOTIATION STATEMENT**

The Consultant 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".

### **1.36 REVIEW OF PROPOSALS**

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

### **1.37 OPENING OF SUBMITTED PROPOSALS**

Immediately after the deadline for submittals has passed, the Purchasing Department will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the City Clerk located on the First Floor of City Hall at 776 NE 125<sup>th</sup> Street, North Miami, Florida. A list of Respondents will also be placed on the Purchasing Department's webpage shortly after the Proposals are opened and announced.

### **1.38 ATTORNEYS' FEES**

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees,

costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.39 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 Agreement. Respondents should be aware, that if awarded an Agreement, 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. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

**END OF SECTION**

## SECTION 2.0

### SPECIAL CONDITIONS

#### 2.1 TERM OF AGREEMENT

The initial term of this Agreement shall be based on the schedule of completion agreed upon by the City and the selected Respondent.

#### 2.2 OPTION TO RENEW

TBD

#### 2.3 METHOD OF AWARD

See Section 5.0 – Evaluation/Selection Process.

#### 2.4 COMPENSATION

To Be Determined

#### 2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their Proposal **either** proof of insurance meeting or exceeding the following coverage **or** a letter of intent to provide the following requirements when and if awarded a Contract:

**2.6.1** Professional Liability (Errors and Omissions) Insurance – 1) \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2) Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; and 3) For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

**2.6.2** Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal and advertising injury.

**2.6.3** Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

**2.6.4** Workers' Compensation as required by the State of Florida – Statutory limits, including coverage for Employer's liability (\$1,000,000). A Certificate of Exemption from the Division of Workers' Compensation is required if exemption status is claimed.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall**

**be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

An insurance certificate shall be provided in acceptable form to the City of North Miami, allowing for 30 days written notice (except for non-payment wherein 10 days' notice is acceptable) prior to cancellation or material change in coverage. All insurance policies required by the Contract shall be maintained in full force and effect throughout the contract period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. The Consultant may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Consultant.

The Consultant must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. The Consultant shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's designee.

Consultant 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 actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Consultant or its employees, agents, servants, partners principals or Sub-consultants. Nothing contained in this indemnification/hold harmless is intended to constitute a waiver of the City's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this agreement.

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

The awarded Consultant shall not commence Work under this Agreement until the City has received and approved all of the minimum insurance described by the City's Risk Manager.

## **2.7 FAILURE TO PERFORM**

The provisions of the Contract will dictate issues of default and termination, with or without cause.

## **2.8 FEDERAL, STATE AND LOCAL REGULATIONS**

The Respondent shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services under this Contract.

## **2.9 ACCEPTANCE OF SERVICES BY THE CITY**

The services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

## **2.10 CITY OPTIONS**

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

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

## **2.11 WITHDRAWAL/MODIFICATION OF PROPOSAL**

Any Respondent who wishes to withdraw or modify their Proposal may do so in writing to the Purchasing Department prior to the deadline for opening of Proposals. Proposals shall become property of the City and subject to the public records rules and regulations once the deadline for receipt of Proposals has lapsed.

## **2.12 COUNCIL MEETINGS**

Respondents recommended for appointment as a Consultant must be available to attend City Council meetings related to the selection and award of this Contract and be prepared to answer any questions, if so requested by City Council members and/or authorized City representatives.

## **2.14 SOLICITATION CLARIFICATION AND INQUIRIES**

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

The Solicitation number and title shall be referenced on all correspondence, be sure to include the specific page and paragraph number for each question in order to ensure that questions are responded to correctly. All questions and/or request for clarification must be received by the Purchasing Department by no later than the time and date specified in the Solicitation Timetable section.

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

It is the sole responsibility of each Respondent to confirm whether any addendum has been issued by the City prior to the stipulated deadline for submittal of Proposals and to acknowledge said addendum, if any, as part of their Proposal.

**2.15 PUBLIC RECORDS**

Upon entering into an Agreement with the City, the Consultants must acknowledge that they comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes) in the performance of their duties.

**2.16 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held on Wednesday, July 20, 2016 at 10:00 AM at the City of North Miami Police Department located at 700 NE 124<sup>th</sup> St, North Miami, FL 33161, 1<sup>ST</sup> Floor Community Room to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

**END OF SECTION**

## **SECTION 3.0**

### **SCOPE OF SERVICES**

#### **3.1 BACKGROUND**

The City of North Miami, a coastal community in Miami-Dade County, Florida, is strategically located in relation to regional markets, transportation, and educational facilities, halfway between two central hubs-the cities of Fort Lauderdale and Miami. North Miami enjoys good access to major transportation corridors, such as: Inter-state 95, N.W. 7<sup>th</sup> Avenue, Dixie Highway and Biscayne Boulevard, all of which connect to major regional transportation hubs, including but not limited to, the Port of Miami, Miami International Airport, Fort Lauderdale-Hollywood International Airport and Port Everglades. The City is also transected by many arterial roads, which offer convenient travel in both north and south (N.E. 6<sup>th</sup> Avenue) and east and west (125<sup>th</sup> Street and 135<sup>th</sup> Street) directions, and offer waterway access to Biscayne Bay on the east.

The City is home to two major universities, Florida International University (FIU) Biscayne Campus and the Johnson & Wales University (JWU) North Miami Campus. Barry University is also located just outside the southernmost limits of the City, but has satellite sites within the City. Located in the heart of Downtown is the internationally recognized Museum of Contemporary Art (MOCA), which opened in 1994 and serves as a cultural resource and anchor for the entire community with ongoing programs and events, which attract local residents, artists, as well as visitors from around the world.

North Miami is a predominantly built-out bedroom community featuring low-density housing on most of its 10-square mile land area, 4 percent or 256 acres of commercial uses and less than 1.5 percent or 97 acres of land that are either vacant or underdeveloped. The City is a working-class community with a diverse population base. According to the 2010 census, there were 58,896 people and 17,927 households residing in the City. The estimated makeup of the City was 12.4% White, 58.9% African American, 27.1% Hispanic or Latino, 1.7% Asian. 0.4% from other races. North Miami acts as an immigrant gateway, as evidenced in the relatively high percentage of the population that either speaks a language other than English at home (71.1%) or is of Haitian descent (33%).

#### **2.5 PURPOSE**

The purpose of this Request For Qualification is to seek Qualifications from professional and experienced firms to review the City's current Land Development Regulations and zoning Map and to provide a comprehensive plan to incorporate the future development goals, objectives and policies to the City's Comprehensive Plan.

#### **3.2 CURRENT LAND DEVELOPMENT REGULATIONS**

The current LDRs, Chapter 29 of the City of North Miami Code of Ordinances, was adopted in 2009 and, at that time, constituted a major overhaul of the City's outdated zoning ordinance number 798 adopted July 9, 1986, which was a revision of the zoning ordinance formerly codified as Chapter 29 of the 1958 Code of Ordinances. The intended purpose of the 2009 LDRs was to establish zoning districts and regulations that implement the adopted 2007 Future Land Use Map (FLUM) designations (corresponding intensity, density, uses and urban form standards), as well as the objectives of the Traffic

Concurrency Exemption Area (TCEA) and the City's Community Redevelopment Agency (CRA) Plan. As with any living, policy document, the current LDRs has been amended a few times to include new uses, streamline procedural requirements, and better reflect existing developmental realities and desired developmental outcomes with regard to the City's built form. The most recent text amendment involves certain procedural changes to the administrative variance approval, as well as an extension of the appeal period.

The City has just finished updating its Comprehensive Plan in response to changes in state requirements stemming from the passage of the 2011 Community Planning Act. As well in local conditions in light of the renewed focus on redeveloping the City's Downtown and major corridors following the recent economic downturn, and the growing demands for new housing, employment, transportation, entertainment, food, health and other community needs. Primarily among the EAR-Based Amendments to the Comprehensive Plan are two (2) new overlay areas: (1) The Planned Corridor Development (PCD) Overlay District, which aims to promote high-density mixed-use development with density of up to 100 du/ac and with height of up to 110 feet along the City's major corridors. (2) The Planned Community Urban Design (PCUD) Overlay District, which is confined within the boundary of the SoleMia planned development and permits height up to 450 feet/45 stories in response to market demands and the desire for greater open space. These new districts call for new transition and sustainable design standards, which, along with other developmental goals and desired outcomes set forth in the rest of the Comprehensive Plan and in other relevant planning instruments adopted by the City Council, now need to be reflected in the City's LDRs and Adopted Zoning Map. This update will also provide an opportunity to review the current LDRs for possible legal issues, antiquated content and inconsistent standards.

### **3.3 SCOPE**

The scope of work for this project shall include the following:

#### **1. Preparation of Document:**

Provide all aspects of work required to prepare updated land development regulations that are accurate, complete, understandable, consistent and implemented in the City's newly adopted Comprehensive Plan, as per the requirements of Section 163-3202, Florida Statutes:

##### **Stage One: Reconnaissance and Issue Identification**

During Stage 1, the Consultant will work with City Staff, local officials, representative interests groups and the general public to kick-off the project and identify the key development regulation issues to be addressed in North Miami's revised LDRs. The Consultant should be familiar with the City's current LDRs, as well as the City's Zoning Map.

##### **a. City Staff/Consultants Meetings and Data Collection:**

The Consultant will meet with City Staff to discuss specific issues, problems, and opportunities related to the current LDRs and must be prepared to share observations about code conflicts. The Consultant will also work with staff to obtain copies of any additional documents and information that will help in identifying strengths and weaknesses of the current LDRs. The types of

documents to be collected and reviewed include Zoning Office Opinions, lists of inconsistencies and ambiguities generated by City staff and other planning and policy documents that provide a foundation for the update effort.

**b. Field Survey:**

The Consultant will conduct informal field surveys to understand on the ground conditions in North Miami and the effects of existing zoning and subdivision regulations.

**c. Public Involvement Plan:**

The Consultant will prepare and deliver a detailed public involvement plan for the update process. This plan will be presented during the Task 2 public outreach and as part of other public outreach activities.

**d. Project Advisory Committee:**

The Consultant will assist staff with recruitment and mobilization of a project advisory committee to serve as a sounding board during the project. The committee will be comprised of staff from the Community Planning & Development department, the Building Official, the City Attorney and the Deputy City Attorney.

**Stage Two: Concepts and Direction Report**

Stage 2 is intended to result in the development of a policy blueprint for addressing the substantive, procedural, organizational and formatting issues identified in Stage 1. During this Stage, the revision of the LDRs to support the Comprehensive Plan and all other relevant planning studies and master plans will be complete; Revisions should include, but not be limited to:

- ✓ Administrative aspects of the zoning ordinance, including purpose, intent, duties of individual committees and commissions, and enforcement procedures.
- ✓ Appropriate revision in all zoning districts, including listings of permitted uses and uses allowed by a conditional use permit.
- ✓ Appropriate revision of review procedures for proposed developments.
- ✓ Appropriate revisions of development standards and standards of approval for site plans, conditional use permits, variances, and LDR's text amendments, etc. revisions and/or addition of graphics and tables.
- ✓ Appropriate revisions of basic rules and regulations, such as setbacks and separation distances; density, lot area and coverage; landscaping, screening and buffering requirements, signage, parking and loading space allocation and driveway dimensions, etc.
- ✓ Establishment or revisions of rules and regulations for various uses considered under uses permitted by conditional use permits.

- ✓ Reexamine design guidelines to incorporate recommendations from any relevant master planning documents.

## **2. Public Outreach:**

Formulate, organize and conduct a public outreach program consistent with state and federal laws and tailored to the City of North Miami. Consultant should attend a series public outreach meetings with Board of Adjustment, the Planning Commission, the City Council, as well as three (3) neighborhood-level meetings/conversations in the west, central and east sides of the City to understand community concerns and aspirations. Use of PowerPoint for presentations is preferred. City staff will facilitate the use of City facilities for these meetings. Additionally, the Consultant shall prepare public outreach/comment notices, required forms and summary discussion notes.

## **3. Mailing List:**

Compile, with City staff's input and review, a mailing list of all appropriate agencies, individuals and interest groups to contact for the public outreach and hearings. The Consultant shall be responsible for the design and distribution of flyers for said meetings/conversations based on staff approval.

## **4. Public Hearings:**

Attend and present at all public hearings. For planning purposes, Consultant should plan to attend at least six (6) public hearings and/or study sessions, before the planning Commission and City Council, as needed. Presentations may be made jointly with staff. The Consultant and Planning Division staff will work together to prepare staff reports and public hearing notices.

## **5. Other Meetings:**

- a. In-house staff meetings- Consultant may need to organize and attend up to five (5) meetings with the City's Community Planning & Development staff, the core group responsible for reviewing and providing input on Consultant recommendations regarding policy changes, recommended programs, and other items. These meetings could be in the form of a conference call at City staff discretion.
- b. Consultant shall attend monthly progress/status meetings with the City project manager, or as needed. These meetings could be in the form of a conference call at City's staff discretion.

## **6. Unanticipated or Significant Comments:**

The Consultant shall address how it would handle unanticipated or significant public or outside agency comments not anticipated in the regularly expected LDR's update process, such as an unidentified need or passage of new legislation. Staff recognizes that such comments may require a contract amendment. Consultant shall immediately notify the City project manager of any significant required change in project scope, legislation, or circumstance that may have an impact on the project and overall schedule of performance.

**7. Deliverables:**

- a. The Consultant shall prepare public information and outreach materials; the Consultant shall be responsible for reproduction and distribution.
- b. For each proposed draft and final administrative review, one (1) electronic/ digital copy, and ten (10) print copies of the LDRs document shall be provided to the City.
- c. Following approval by staff of each final (public draft) report, one (1) unbound reproducible original, one (1) electronic/digital copy, and ten (10) print bound copies shall be provided to the City.
- d. For each public hearing or study session (Planning Commission and City Council), one (1) unbound reproducible original, one (1) electronic/digital copy, and fourteen (14) print copies of the planning document and supporting documents shall be provided to the City in a timely manner.
- e. Update of current Zoning Map to incorporate changes from and ensure consistency with the adopted Future Land Use Map.

**8. City Assistance:**

Given the limited budget available for the project, it is expected that City staff will assist the Consultant as is practically possible and will share information as is available.

**END OF SECTION**

## SECTION 4.0

### PROPOSAL FORMAT

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL

Proposers should carefully follow the format and instructions outlined below. All materials are to be submitted on 8 1/2" X 11" pages, paginated and separated by tabs to identify each required section. Please be sure to include a digital copy of the Proposal with either a CD or USB Flash Drive clearly labeled with the Respondent's name and Solicitation number. All digital copies must be submitted in either Adobe or Word format.

The Proposal information and documents shall be submitted in the following order:

**1) Proposal Cover Page**

Please use the Cover Page & Contact Information form attached hereto under Section 6.0 of this Solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

**2) Letter of Introduction**

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent and how it has prepared the Respondent to successfully serve as a Consultant for the City.

**3) Overall Experience/Qualifications of the Respondent (Maximum 45 Points)**

Please include a complete resume of the Respondent's experience and qualifications, including, but not limited to, the following:

- a) Project Manager with experience in land use planning, zoning review, administration and community development;
- b) Urban Planner/Entitlement Specialist with experience in the review of zoning petitions and evaluation of such petitions in accordance with zoning criteria. This professional should have experience in the assessment of zoning regulations and the amendment of these regulations;
- c) Qualifications of the firm, individuals and sub-consultants assigned to the project.
- d) Legal Expertise – Professional with knowledge of local and state zoning laws and enforcement of such laws
- e) Community Outreach – Professional experienced in working with local community organizations and in presenting complex issues to these organizations.

**4) Experience Working with Local Government (Maximum 45 points)**

Provide information regarding the Respondent's specific experience working with or on behalf of local government agencies, providing services similar to those described herein, over the last ten (10) years. Moreover, please identify all current and/or previous municipal, county, or other local government agencies for which your firm has provided consulting services, representation or advice over the last ten (10) years and the business relationship between the Respondent and the governmental body (agency). In particular, please include information regarding any work performed on behalf of local governments (agencies) similar to the services described in this Solicitation.

**5) References (Maximum 10 points)**

Respondents must provide at least three (3) references of clients for which they have performed work over the last ten (10) years similar in scope and complexity to the services requested in this solicitation (see Form A-14). If available, such references should include local government agencies for which the Respondent has provided services within the last (10) ten years. Only one reference may be used for services performed for or on behalf of the City of North Miami.

**6) Insurance Documents**

Respondents must either submit proof of insurance meeting or exceeding the coverages listed under Section 2.6 of this Solicitation or submit a letter of intent to provide the required insurance certificates when and if awarded a Contract.

**7) Local Vendor Preference**

The RFQ is subject to section 7-151 of Ordinance 1244, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the Vendor shall affirm in writing its compliance with either of the following objective criteria.

A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami prior to the City's issuance of the Solicitation, that is appropriate for the goods, Services or construction to be purchased or;
- b) 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 or;
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with Subcontractors who are physically located within the City.

Respondents seeking the local vendor preference will have the burden of showing that they qualify for this preference to the satisfaction of the City.

**8) Contract Forms**

The Solicitation forms to be submitted as part of the Proposal are listed under the Table of Contents. The forms must be fully completed and signed as required.

All Solicitation forms can be found on the Purchasing Department's website at [www.northmiamifl.gov/departments/purchasing/forms.aspx](http://www.northmiamifl.gov/departments/purchasing/forms.aspx)

**These forms are fill-in forms. Please be sure to include all applicable forms with your Proposal, signed and notarized as required.**

Please note that with regards to Form A-5 (Acknowledgement of Addenda) it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued prior to the submittal deadline at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Failure to submit all of the required documentation may disqualify the Respondent.

**END OF SECTION**

## SECTION 5.0

### EVALUATION/ SELECTION PROCESS

#### 5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be evaluated to determine if the Proposal is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one that is submitted in a timely manner, meets the experience and qualification requirements stipulated in this Solicitation, contains all of the requisite documentation, includes the necessary signatures and is submitted in the format outlined in this Solicitation. Failure to comply with these requirements may result in the Proposal being considered non-responsive.

This Contract will be awarded to the most qualified applicant whose Proposal(s) serves the best interest of the City and represents the values of the City in accordance with Chapter 7, Article III of the City's code.

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

#### 5.2 MINIMUM REQUIREMENTS

To be eligible for consideration in response to this Solicitation, the Respondent must meet and provide adequate documentation to support the following minimum requirements:

**5.2.1** The Respondent shall be licensed to do business in the State of Florida and shall submit copies of the following:

- **The Firms active Sunbiz Registration**

**5.2.2** Urban Planner/Entitlement Specialist with experience in the review of zoning petitions and evaluation of such petitions in accordance with zoning criteria. This professional should have experience in the assessment of zoning regulations and the amendment of these regulations.

**5.2.3** Legal Expertise – Professional with knowledge of local and state zoning laws and enforcement of such laws.

**5.2.4** Project Manager with experience in land use planning, zoning review, administration and community development.

#### 5.3 REFERENCES

Respondents must provide at least three (3) references of clients for which they have performed work over the last ten (10) years similar in scope and complexity to the services requested in this solicitation (see Form A-14). If available, such references should include

local government agencies for which the Respondent has provided services within the last (10) ten years. Only one reference may be used for services performed for or on behalf of the City of North Miami.

**5.4 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW**

An Evaluation Committee (“Committee”) shall be established to review and evaluate all Proposals, which meet the minimum qualifications stipulated in this Solicitation. The Committee members will independently evaluate each Respondent on the merits of each Proposal and an oral presentation by each Respondent in accordance with the scoring criteria stipulated below under Section 5.5. The total number of points scored by each Committee member will be based on the maximum points available for each scoring category.

The Committee members will independently evaluate each response in accordance with the scoring criteria stipulated below under section 5.5 based on the content of their Proposal and the merits of the oral presentation made by each Respondent.

**5.5 EVALUATION CRITERIA**

The Evaluation Criteria shall be based on the categories listed below with a maximum number of points of 100 for each Respondent. Each Committee member will conduct an independent evaluation of each category and issue a score to each Respondent on the basis of their qualification, experience and references as reflected in their Proposal and subsequent presentations, if applicable.

The final rankings for each Respondent shall be based on the total points received by each Respondent divided by the number of Committee members.

**COMMITTEE EVALUATION CRITERIA**

| CRITERIA     | DESCRIPTION  | MAXIMUM POINTS |
|--------------|--|----------------|
| 1            | Overall Qualifications/Experience of the Respondent (see section 4 line (3) for criteria). | 45             |
| 2            | Specific Experience Relating to Local Government (see section 4 line (4) for criteria).    | 45             |
| 3            | References (section 4 line (5) for criteria).  | 10             |
| <b>TOTAL</b> |  | <b>100</b>     |

The City reserves the right to reject any or all Proposals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items.

## **5.6 ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the City is to facilitate Proposals. Effort was made to provide necessary and accurate information when this Solicitation was prepared, but the City may not be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to ensure that they provide all information needed for submittal of their Proposals.

The City may request additional information from any Respondent, if it deems reasonable and necessary. If so, the Respondent must submit the requested information in a timely manner or may otherwise be deemed non-responsive, depending on the type of information requested by the City.

## **5.7 NEGOTIATIONS**

If for any reason the City cannot reach agreement on a Contract with the selected Respondent(s), then the City reserves the right to terminate negotiations and proceed to negotiate with the next ranked and qualified Respondent. This process may continue until a Contract acceptable to the City has been finalized or all negotiations prove unsuccessful. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

**END OF SECTION**

# Section 6.0



## COVER PAGE & CONTACT INFORMATION

### Land Development Regulation & Zoning Map Update

### RFQ 37-15-16

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee  
Identification (FEIN) Number: \_\_\_\_\_

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

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

Contact Name\*: \_\_\_\_\_

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

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

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

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

\*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

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

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

Title of Officer: \_\_\_\_\_



5. 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.
6. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
7. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge.
8. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

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

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

Print Name & Title: \_\_\_\_\_

**PROPOSAL SUBMITTAL CHECKLIST**

**Land Development Regulation & Zoning Map Update**

**RFQ No. 37-15-16**

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 completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

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

| Tab/Page No. | Forms  | OFFICE USE ONLY |
|--------------|--|-----------------|
|              | Cover Page/Information Sheet                             |                 |
|              | Submittal Checklist                                      |                 |
| Tab/Page No. | Narrative Description                                    | OFFICE USE ONLY |
|              | Qualifications and Experience of the Firm                |                 |
|              | Qualifications and Experience of Staff                   |                 |
|              | Proposed Approach to Providing the Services              |                 |
|              | Minority Business/Woman Owned Business Preference        |                 |
|              | Local Business Preference                                |                 |
| Tab/Page No. | City Contract Forms                                      | OFFICE USE ONLY |
|              | A-1 Public Entity Crimes Affidavit                       |                 |
|              | A-2 Non- Collusive Proposal Certificate                  |                 |
|              | A-3 Local Preference Affidavit <i>(if applicable)</i>    |                 |
|              | A-5 Acknowledgement of Addenda <i>(if applicable)</i>    |                 |
|              | A-6 Disclosure of Sub-consultants <i>(if applicable)</i> |                 |
|              | A-7 Insurance Requirements                               |                 |
|              | A-14 References  |                 |

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