NORTH MIAMI
FLORIDA
Purchasing Department

MEMORANDUM

To: RFQ 08-16-17 Respondents

From: City of North Miami Purchasing Department

Date: January 5, 2017

RE: RFQ 08-16-17 Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

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Please be advised that the City of North Miami (City) has cancelled the above referenced Solicitation. Nevertheless, the City plans to re-advertise for these services in the very near future.

Please feel free to contact our office if you have any questions. Thank you for your interest in doing work for the City of North Miami.

REQUEST FOR QUALIFICATIONS

Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

RFQ No.: 08-16-17

PRE-SOLICITATION CONFERENCE
NOT-APPLICABLE

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
THURSDAY, NOVEMBER 17, 2016 AT 3:30 P.M. (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
MONDAY, DECEMBER 5, 2016 AT 3:30 P.M. (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH 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 or calling toll free 1-800-711-1712 and request Document **No.: 08-16-17** or by visiting our website at www.northmiamifl.gov

Contact Person: Ms. Shenise Truesdell
Email: Purchasing@northmiamifl.gov Phone: (305) 895-9886 Fax: (305) 895-1015

The North Miami Community Redevelopment Agency (NMCRA), Florida, hereinafter referred to as "Agency", is hereby soliciting Proposals from qualified and experienced firms ("Proposers" or "Respondents") to provide a Detailed Station Area Master Plan for a planned N.E. 125th Street FEC Passenger Rail Station.

Please submit one (1) original Proposal, five (5) copies of the original Proposal, and one (1) digital copy on 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 Office of the City Clerk 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 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT SOLICITATION ENCLOSED"

Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station
RFQ No.: 08-16-17

The tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Thursday, November 3, 2016	
Last Date for Receipt of Written Questions:	Thursday, November 17, 2016	3:30pm
Opening of Proposal:	Monday, December 5, 2016	3:30pm
Evaluation Committee:	To Be Determined	

(The NMCRA reserves the right to delay or modify scheduled dates and will post notice of any changes on the City of North Miami's Purchasing Department website).

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at 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 or the Agency's website at http://www.northmiamicra.org/

ACCEPTANCE AND REJECTIONS

The NMCRA 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's Cone of Silence 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,

Ms. Shenise Truesdell
Purchasing Department

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The Following Forms Can Be Accessed From the City of North Miami Purchasing Department's Website; All Forms Have Electronic Fill-in Capabilities. See Below Link:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit

A-2 Non-Collusive Certificate

A-3 Local Preference Affidavit

A-3(a) Subcontractor Local Preference

A-4 Questionnaire Instructions

A-5 Acknowledgement of Addenda

A-6 Proposer's Disclosure of Sub-Contractors and Suppliers

A-7 Insurance Requirements

A-14 References

SECTION 1.0
INSTRUCTIONS &
GENERAL TERMS/CONDITIONS

1.1 DEFINITIONS

a) "Agency" means North Miami Community Redevelopment Agency (NMCRA).

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/Agency and the Awarded vendor.

c) "**Awarded vendor"** means the Proposer or Respondent that receives an award of Contract or agreement from the City/Agency as a result of this Solicitation.

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 Awarded vendors, consultants, organizations, Respondents or other entities submitting a response to this RFQ.

g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.

h) "Scope of Services" or "Scope of Work" means section 2.0 of this Solicitation, which details the work to be performed by the Awarded vendor or consultant.

i) "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.

j) "SubRespondents vendors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Awarded vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City/agency, whether directly or indirectly, on behalf of the Awarded vendor.

k) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Awarded vendor to fulfill their obligations to the City/Agency in accomplishing the Project at the selected location, as more specifically detailed in Section 2.0 herein.

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 Awarded vendors 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/DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, SubRespondents vendors, or consultants who shall perform work which is intended to benefit the City/Agency, 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/Agency. The City/Agency 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 Sub Respondents vendors, are hereby placed on noticed that neither the City Council Members, Community Redevelopment Agency (CRA) Board 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 Sub Respondents vendors 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 Sub Respondents vendors 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 AWARDED VENDORS 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 Awarded vendors from doing business with the City whenever an Awarded vendor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Sub Respondents vendors 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 Sub Respondents vendors 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 Sub Respondents vendors 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/Agency. The City/Agency, 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 general inquiries relating to this Solicitation. All Respondents' technical inquires shall be 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 website (www.northmiamifl.gov), the Agency's website (http://www.northmiamicra.org/), the City's Purchasing Department website (www.northmiamifl.gov/departments/purchasing), and, DemandStar by Onvia at 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 RFQ and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revisions become necessary, the City will post written addenda on the City's website at (www.northmiamifl.gov/departments/purchasing), on the Agency's website (http://www.northmiamicra.org/) and Demand Star by Onvia at 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/Agency 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/Agency's web site** (www.northmiamifl.gov), (http://www.northmiamicra.org/) and Demand Star by Onvia at 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 Qualification 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 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City/Agency. 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/agency determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City/Agency 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 thirty (30) 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-responsible; 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 Section 4.0 of this Solicitation. Following the submission and evaluation of the written Proposals, the City/Agency 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/Agency. 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 Evaluation Committee for each Respondent.

1.22. REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFQ. A responsive Proposal is one which follows the requirements of the RFQ, 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. CRA BOARD REVIEW

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

1.24. THE CITY/AGENCY 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/Agency.

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/Agency as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25. CONTRACT AWARD

The City/Agency 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/Agency.

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 Price Proposal Form and all required product information and any other items as indicated on the Price Proposal 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 department.

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 RFQ is issued pursuant to the City of North Miami's Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such 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, RFQ 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, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29. RESPONDENT'S DISCLOSURE OF SUBRESPONDENTS VENDORS 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").**

1.30. BUSINESS ENTITY / RESPONDENT REGISTRATION

North Miami Community Redevelopment Agency (NMCRA) requires business entities to complete registration application before doing business with the City/Agency. Respondents need not register with the City/Agency 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 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 RFQ.

1.31. EXCEPTION TO THE RFQ

Respondents may take exceptions to any of the terms of this RFQ unless the RFQ 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 RFQ. However, the City/Agency 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 compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33. LOCAL VENDOR PREFERENCE

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 submit in writing its compliance with any of the following objective criteria. A local business shall be defined as:

a) *Local business* means the offeror, supplier, or Respondent: (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 subRespondents who are physically located within the City. The offeror, supplier, or Respondent 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.

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

Does not apply to this solicitation.

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 Awarded vendor 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 PROPOSAL

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

1.40. PROPOSAL OPENING

This solicitation will not be based on price. Therefore, the Price Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposals will be read in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th 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 awarded vendors or Respondents providing professional services on Work assigned to the Awarded vendor, except as fully disclosed and approved by the City. Awarded vendor 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

Does not apply to this solicitation.

1.44. AWARDED VENDOR RELIANCE ON BUILDING DEPARTMENT

Does not apply to this solicitation.

1.45. AWARDED VENDOR OBLIGATIONS

Does not apply to this solicitation.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 TERM OF CONTRACT

The term of the contract will commence following the approval of the award by the Community Redevelopment Agency (CRA) Board, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The term of the Contract shall be determined and stipulated in the award by the CRA Board.

2.2 OPTION TO RENEW

Does not apply to this solicitation.

2.3 METHOD OF AWARD

See Section 4.0 for method of evaluation and award.

2.4 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Respondent that fails to meet the following minimum qualification requirements may be deemed as "NON-RESPONSIVE".

2.4.1 Respondents must be authorized to do business in the State of Florida and must provide supporting documents.

2.4.2 Respondents must include one of the following: American Institute of Architects (AIA) registered Architect, a Certified Urban Planner accredited with the American Institute of Certified Planners (AICP), or a State of Florida Registered Architect.

2.4.3 Respondents must have a minimum of five (5) year experience in their respective discipline(s).

2.4.4 Any architectural document must be sealed by a State of Florida Registered Architect.

2.5 INSURANCE AND INDEMNIFICATION

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

2.5.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of $2 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

2.5.2 PROFESSIONAL LIABILITY (Errors and Omissions)

Minimum limit of $2 Million covering any errors or omissions of the Respondent in the performance of professional Services; the Self Insured Retention shall not exceed $25,000. If the self-insured retention (SIR) or deductible exceeds

$25,000, the City reserves the right, but not the obligation, to review and request a copy of the Respondents most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Respondent shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Respondent of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

2.5.3 COMMERCIAL AUTOMOBILE LIABILITY

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

2.5.4 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

2.5.5 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

Insurance policies shall name the City of North Miami and NMCRA as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

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

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

Respondent shall indemnify and hold harmless the City of North Miami and North Miami Community Redevelopment Agency (NMCRA) 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/Agency 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 Respondent or its employees, agents, servants, partners principals or Sub-Respondents.

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

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

The Respondent must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming City of North Miami and North Miami Community Redevelopment Agency (NMCRA) as additional insured where applicable.

2.6 FAILURE TO PERFORM

If in the opinion of the City's/Agency's representative, the Respondent refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Respondent that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Respondent to discontinue all Work under Contract. The Respondent shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may then 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.

2.7 FEDERAL AND STATE REGULATIONS

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

2.8 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.

2.9 NOTICE TO PROCEED

The Respondent shall neither commence any Work, nor enter a City Work premise, until a written Notice to Award ("NTA") and Purchase Order is issued by the City to Respondent directing the commencement of Work.

2.10 CRA BOARD MEETING

Consultant must be available to attend CRA Board meetings when required. Consultant must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint or handouts) if requested by CRA Board and/or an authorized City/Agency representative.

2.11 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. 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 correspondences; 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).

2.12 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

2.13 CONDITIONS OF PROPOSALS

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

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

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

2.13.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible bidder(s) whose qualifications conforms to the RFQ and is most advantageous to the City/Agency. The Executive Director shall then submit to the CRA Board for acceptance and final award, or reject all proposals.

2.13.5 Contract - A Contract (the "Agreement") will be awarded in accordance with CRA Board approval, and Florida Statutes, by the CRA Board. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests.

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES

3.1 BACKGROUND

The City of North Miami on behalf of the City of North Miami Community Redevelopment Agency (CRA) is requesting proposals from professional urban planning and/or architecture consulting firm (the "Consultant") with expertise and demonstrated experience in transit station area planning in anticipation of the planned NE 125th Street FEC Passenger Rail Station. The South Florida Regional Transportation Authority (SFRTA), in partnership with the Tri-Rail Coastal Link, the Florida Department of Transportation (FDOT), and the Regional Planning Councils (RPC) along the Florida East Coast, is in the final stage of a passenger rail service that will run along the Florida East Coast (FEC) Railway. This rail service will improve access to multiple destinations within numerous municipalities, neighborhoods and activity centers along the FEC Railway. The area around NE 125th Street and the FEC Railway, which is located within the jurisdictional boundary of North Miami, was selected as one of the 28 potential station locations identified and analyzed by the SFRTA. As a result, the City Council passed and adopted on March 8th, 2016. Resolution No. 2016-R-29 in an effort to lend support to this SFRTA-led initiative. Through the recently adopted 2015 EAR-Based Amendments to the City's Comprehensive Plan, the City Council further supported this initiative by calling for a Transit-Oriented Development (TOD) designation within a quarter-mile of the planned transit station, and further authorizing the City's administration to ultimately perform station area analysis followed by a land use map amendment to create a Transit Center Overlay District around the NE 125th Street Passenger Rail Station.

3.2 LAND USE CONTEXT

The entire NE 125th Street Passenger Rail Station Planning Area is within City Council District #2, potentially located at the intersection of the FEC Railway and NE 125th Street and consists of a quarter of a mile radius surrounding the potential location of the planned station. According to the 2015-2035 Future Land Use Map (FLUM), the land uses within a quarter-mile of the planned transit station feature Low-, Medium-, and High-Density Residential, Commercial, Community Facility (Johnson and Wales University), Industrial, as well as Mixed-Use Low land use designations. The zoning classification of the properties within the station planning area are mostly consistent with the underlying land use. In addition to the base zoning districts, the area comprises parts of both the Arts and Design Overlay District (ADO) and Neighborhood Redevelopment Overlay District (NRO).

3.3 PURPOSE

As previously stated, the City is seeking to procure the services of qualified and experienced Consultant to develop a detailed Station Area Plan (the "Plan") for a planned NE 125th Street FEC Passenger Rail Station. The purpose of this Plan shall identify, leverage and maximize TOD opportunities, and demonstrate the potential of these opportunities in terms of capacity, density, detailed site design elements, integration into neighborhood structure, and principles for future TOD redevelopment around the station area. Furthermore create a mixed-use character that will demonstrate a type of urban development that blends residential, commercial, cultural, open space, institutional, or industrial uses that encompasses a place to live, work, recreate and spur economic development through job opportunities. The Plan should serve as a guide for public and private decision-making and investment in the coming years as it relates to land use changes, urban design, accommodations for mixed-use development, pedestrians and bicyclists, and associated improvements related to transportation, mobility and infrastructure associated with the station planning area. The Plan should build on previous planning and study efforts, including, but not limited to, the 2005 Transit-Oriented Development Study, the 2013 Downtown Development and Major Corridor Master Plan, the 2015 Parking Inventory and Needs Study and the Tri-Rail Coastal Link Station Area Market and Economic Analysis. It is the City's desire to create a Plan that speaks to the vision of a transit-oriented environment, one that fosters mobility, walkability, accessibility, and that connects North Miami to rest of the region.

3.4 SCOPE OF WORK

The Consultant selected for the Plan shall demonstrate an understanding of integrated land use, transportation planning, complete streets planning, facility design, open space, bicycle and pedestrian planning, community-based planning, design of public spaces, multimodal transportation modeling and analysis, station access planning, transit-oriented land use, economic development associated with transportation, and community engagement. Consultant shall provide examples of expertise in visual simulations and demonstrate knowledge of Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) analysis. The City and selected Consultant shall present the study and its findings to key stakeholders, and to the CRA Board, Planning Commission and City Council, in accordance with required legal mandates. The Consultant is expected to integrate relevant, completed and ongoing studies, into the final products prepared for the Plan.

In accordance with Policy 1.3.7 of the Goals, Objectives and Policies of the Future Land Use Element (FLUE) of the City's 2015 EAR-Based Comprehensive Plan Amendments, the vison for the Plan must include, but not be limited to:

- Graphic illustrations of intended physical character of area;
- Recommendations for land assembly that may provide alternatives for station location;
- Expected transit mode and anticipated ridership;
- Existing physical conditions;
- Identify all major employers, residential developments, institutional/education uses, entertainment destinations, and other potential generators of concentrated ridership for the transit system;
- Potential for intensification and diversity of land uses around the station, including the creation of a community park and encouraging mixed-use;
- Any phasing of public investments that would aid in an orderly transformation toward transit-oriented development;
- Identification of park-and-ride facilities that are proximate to the transit stop that do not interfere with transit oriented development around the station;
- Market analysis and potential aggregated development program illustrating a preferred mix of uses to assist in the evaluation of individual TOD projects within the station area;
- Provide enough detail to serve as a basis for rezoning the station area into a form-based zoning district of varying intensities;
- Serve the local community facility (Johnson and Wales University);
- Provide incentives to help assure the feasibility of development and redevelopment; and
- Integrate the ADO that will enhance and promote the North Miami Public Art Program.

In light of the foregoing vision of the Plan, the following is meant as an illustrative list of tasks that is not intended to be an exhaustive scope of work. Nevertheless, the Consultant may vary and expand upon this list, providing reasoning for any alternative approaches.

Task 1: Meeting with City Staff ("Team")
Meeting with the project team will include but not be limited to the staff of the City of North Miami Community Redevelopment Agency, Community Planning and Development Department and others. During the meeting, the team will review the goals (as set forth in the Request for Proposal) which includes the deliverables, schedules, public participation strategy and the input of staff members, elected officials, local businesses, university and residents in the community.

Deliverables:

- Agenda
- Meeting Minutes/Summary which speak to the Plan's scope of work, and identification of roles and responsibilities
- Preliminary Public Outreach Plan
- Summary of table that illustrates the relevant planning and train station plans/studies/documents that are similar to the study area
- Project Timeline

Task 2: Identify and Contact Key Stakeholders
Upon revising the Preliminary Public Outreach Plan and taking into consideration staff comments, incorporate a list of key stakeholder groups and individuals as well as potential key stakeholders. Aim to focus on the residents (including disabled and elderly); business owners; property owners, including non-resident property owners; FEC Railway; Johnson and Wales University; renters; SFRTA; FDOT; CRA; RPC; North Miami City Council; North Miami Planning Commission; Greater Miami Chamber of Commerce. Conduct specific outreach efforts to the identified stakeholders and coordinate meetings.

Deliverables:

- Stakeholder database
- Revised Public Outreach Plan
- Technical memorandums as formal updates

Task 3: Website Development and Maintenance
Coordinate with the City's IT Department and/or Media Relations to develop a project-specific website and prepare information about the purpose of the planning process and project progress; workshops; meeting materials, reports, and graphics. The site will also act as a record of the process, providing meeting dates, agendas, and meeting notes in a central, accessible location.

Deliverables:

- Project-specific link on City's website
- Technical memorandums as formal updates

Task 4: Existing Conditions and Site Analysis
Conduct a technical review of the City's existing land use, previous planning and study efforts, including, the 2005 Transit-Oriented Development Study, the 2013 Downtown Development and Major Corridor Master Plan, the 2015 Parking Inventory and Needs Study and the Tri-Rail Coastal Link Station Area Market and Economic Analysis and other pertinent documents as identified by City Staff. Provide Analysis Report that consists of maps and diagrams with supporting narrative. Key findings should be summarized to inform the subsequent planning process. Be sure to include subjects such as vacant and built land, infrastructure, circulation or accessibility, livability, development constraints and the overall character of North Miami.

Deliverables:

- Existing Conditions and Site Analysis Report, written (hard copy) and electronic report (including maps and photographs)
- Maps provided in GIS format
- Technical memorandums as formal updates

Task 5: Community Workshop # 1
This meeting is expected to introduce the project's scope and goals, provide an overview of the station area study, help generate visibility and involvement by community members and stakeholders, and introduce key findings of the Existing Conditions and Site Analysis Report.

Deliverables:

- Drafted press and media releases to be distributed to local media and used in promotion materials to publicize the workshop
- Meeting Materials such as PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses
- Audio recording of the workshop
- Meeting notes and summary of all public testimony
- Technical memorandums as formal updates

Task 6: Transit-Oriented Development Strategies and Analysis

Conduct a multi-modal access, circulation, and connectivity analysis of the project area. This will include analyzing and making recommendations regarding all modes of transportation within the project area, addressing elements such as an effective linkages with neighboring uses, trail and greenway network for the station area and performance standards for streets, intersections, greenways and trails that will result in the creation of the Plan. Make recommendations to meet the needs of all users, including pedestrians, bicyclists, transit users, and motorists. Recommend an effective parking plan, including both proposed public structured parking facilities, and design and performance standards for private parking while keeping in mind an integrated transit network, encompassing bus, shuttle service, carsharing, bicycle sharing, and other shared transportation modes. Incorporate a Transit-Oriented Development strategy with detailed findings, constraints, opportunities and recommendations.

Deliverables:

- Recommendations for revisions, changes, or additions to the Plan
- Station Area Plan written (hard copy) and electronic report detailing findings, opportunities, and recommendations
- Transportation Impact Analysis
- Maps provided in GIS format
- Technical memorandums as formal updates

Task 7: Community Workshop # 2

This meeting is expected to re-introduce the project's scope and goals, and report on the status of the various studies and outreach efforts. The workshop will include reporting on project-specific findings, constraints, opportunities and recommendations for the Plan.

Deliverables:

- Drafted press and media releases to be distributed to local media and used in promotion materials to publicize the workshop
- Meeting Materials such as PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses
- Audio recording of the workshop
- Meeting notes and summary of all public testimony
- Technical memorandums as formal updates

Task 8: Administrative Station Area Plan Draft

Prepare an Administrative Draft of the Station Area Plan which consists of technical studies, analysis conducted and comments made during Community Workshop #1 and #2.

Deliverables:

- Draft Station Area Plan (5 copies, 30 CD's, and one reproducible copy)
- Meeting with the Team to review the draft for consistency as it relates to goals (as set forth in the Request for Proposal)
- Technical memorandums as formal updates

Task 9: Public Hearing

Prepare for and attend City of North Miami Community Redevelopment Agency Board, Planning Commission and City Council meetings to solicit comments on the Draft Station Area Plan.

Deliverables:

- City of North Miami Community Redevelopment Board
- Planning Commission
- City Council
- Audio recording of the workshop
- Preliminary Renderings
- Meeting notes and summary of all testimony
- Technical memorandums as formal updates

Task 10: Final Station Area Plan and Public Notice

Provide a Final Station Area Plan which incorporates the response to comments made during the community workshops and meetings. The scope assumes the response to comments can be completed without additional technical studies.

Deliverables:

- (1) Electronic Word doc Draft Station Area Plans
- (25) Spiral Bound Final Station Area Plans
- Designed 24 x 36 boards in color maps and renderings of the district for informational presentations
- CD of data analysis and findings, GIS shapefiles, excel files, and PowerPoint Presentations
- Technical memorandums as formal updates

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(s) will be awarded to the most 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.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFQ and agreement by the City of North Miami and the North Miami Community Redevelopment Agency (NMCRA).

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City/Agency 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.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Respondent that fails to meet the following minimum qualification requirements may be deemed as "NON-RESPONSIVE".

4.2.1 Respondents must be authorized to do business in the State of Florida and must provide supporting documents.

4.2.2 Respondents must include one of the following: American Institute of Architects (AIA) registered Architect, a Certified Urban Planner accredited with the American Institute of Certified Planners (AICP), or a State of Florida Registered Architect.

4.2.3 Respondents must have a minimum of five (5) year experience in their respective discipline(s).

4.2.4 Any architectural document must be sealed by a State of Florida Registered Architect.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

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

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

The City/Agency reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

The City/Agency shall be the sole judge of its requirements, as set forth in this solicitation and of the final contract award(s), as successfully negotiated. The City's/Agency's decision(s) shall be final. All proposals and prime Respondents will initially be screened for responsiveness as described in this solicitation.

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4, Evaluation Criteria. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the factors detailed under the technical category.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated Proposal providing the highest quality of service to the NMCRA. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written Proposal combined with the oral presentation.

4.3.2 EVALUATION OF PROPOSALS

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. The City will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's/Agency's needs.

Award shall be made to the responsible firm whose statement of qualifications is determined to be the most advantageous to the City, taking into consideration each category firm is applying for and the evaluation factors set forth below:

EVALUATION CRITERIA FOR RFQ

	DESCRIPTION	MAXIMUM POINTS
1	Qualifications of the Firm	25
2	Qualifications and Experience of the Project Manager/ Related Projects Experience	25
3	Qualifications of the Project Team / Certified MWBE/SBE Participation	20
4	Proposed Approach and Methodology	20
5	References	10
TOTAL		100

The City/Agency reserves the right to reject any or all submittals, 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. The award will be to the firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose statement of qualifications, in the opinion of the City/Agency, is the best, taking into consideration all aspects of the proposer's response.

4.3.3 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 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 shall not be misconstrued as a "negotiation" of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.3.4 NEGOTIATIONS PROCESS

If for any reason the City cannot reach agreement on a contract with the highest ranked firm, the City reserves the right to terminate negotiations and proceed to negotiate with the second highest ranked firm. This process may continue until a contract acceptable to the City has been finalized, or all negotiations have been proven unsuccessful. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City/Agency is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals. Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Purchasing Department, in writing at purchasing@northmiamifl.gov The City Procurement reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes. The proposer shall furnish such additional information as the City/Agency may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS:

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be **marked "ORIGINAL**". The document package copies should be individually bound. CD's must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Respondents may submit proposals for one or more of the professional categories, however, a separate proposal shall be submitted for each category.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL").
- Five (5) duplicate copies.
- One (1) CD's or DVD's (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A "tab" should be provided for each section as follows:

1. Cover Page

The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject and signature page. (**Appendix A**)

2. Table of Contents

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

3. Business Structure

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

4. Qualification of the Firm – 25 Points

Indicate the firm's experience in providing the proposed professional services requested within this solicitation. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFQ.

Provide a list of projects similar in scope, size, and complexity to the work requested by this Solicitation performed by the Respondent and/or by its team members within the last ten (10) years.

A list of related projects should include the following:

- Client name, address, and phone number for client's representative
- Description of work & services
- Name team members associated with this project
- Year the project was completed
- Total cost of the project (either estimated or actual)

5. Qualifications and Experience of the Project Manager/ Related Projects – 25 Points

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for this Project. Include copies of all licenses and certifications and any other pertinent information to satisfy the minimum qualification requirements described in the RFQ.

The Respondent must designate a Project Manager who must be either an AIA Registered Architect or Certified Urban Planner accredited by the AICP or Florida Registered Architect and who has a minimum of five (5) years of experience in their respective discipline.

6. Qualifications of the Project Team/ Certified MWBE/SBE Participation – 20 Points

Respondents must submit a Qualification Statement. Provide a list of personnel to be used and their qualifications. A brief resume including education, experience, licenses and certifications and any other pertinent information shall be included for each team member including Sub-Consultants **(Form "A-6").**

Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements and indicate if the Respondent and/or its sub-consultants are a Certified Minority Woman Business Enterprise/ Small Business Enterprise.

7. Proposed Approach and Methodology- 20 Points

Provide the following:

a) An explanation of why the Proposer is best qualified to perform the services and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFQ.

b) Describe the proposers approach on how the firm intends to accomplish or achieve the scope of work under this solicitation.

c) Describe your firm's understanding of the project and your firm's strengths in designing this type of project.

8. References -10 Points

Respondent must provide at least three (3) references of clients to which it has provided services similar in scope, size, and complexity to the work requested by this Solicitation within the last ten (10) years. If available, such references should be representative of Florida public agencies for which the Respondent has provided similar services within the last ten (10) years.

9. Local Business Preference

If applicable, Respondents should include in this part of their proposal a fully executed Form A-3 indicating the reason why they qualify for Local Business Preference in accordance with the criteria stipulated in Section 7-151 of the City's Procurement Code which, except where contrary to federal and state law, provides that preference must be given to local businesses as follows:

In order to qualify for Local Business Preference, the Respondent must meet one of the following criteria:

a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services, or
b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services, or
c) A business that sub-contracts at least ten (10) percent of the contractual amount of a City project with sub-contractors who are physically located within the City.

The Respondent seeking the Local Business Preference has the burden to show that it qualifies for the preference and must provide supporting documentation, to the satisfaction of the City. A Local Business Preference of 10% of the total evaluation points or 10% of the total price, shall be given to those Respondents that qualify for this preference.

10. Insurance Requirements

Respondents must submit with their proposal either proof of insurance meeting or exceeding the required coverage or a letter of intent to provide the necessary insurance coverage upon award of this Contract.

11. RFQ Forms

All Contract forms must be completed (with all blanks filled in), executed and properly notarized (if applicable). The following forms must be submitted in the following order:

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non-Collusive Proposal Certificate

Form A-3 Local Preference Affidavit *(if applicable)*

Form A-3(a) Subcontractor Local Preference Affidavit *(if applicable)*

Form A-4 Questionnaire Instructions

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

Form A-6 Disclosure of Sub-Contractors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-14 References

All of our forms can now be found on our website at: http://www.northmiamifl.gov/departments/purchasing/forms.aspx

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.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION

Section 6.0
Proposals, Timelines, & Resource Links

6.1 PROPOSALS

The winning proposal will reflect the team's ability to provide a full range of technical expertise in long-range concept planning in a simple, easy to follow format. Consultants should submit proposals that outline:

- The project team and its strengths and experience as it relates to the project scope;
- Highlights a process that results in an innovative plan with an out-of-the-box approach to the challenges faced by a city in transition;
- A significant and meaningful community participation plan that incorporates substantial opportunities for citizen participation throughout the process using a variety of methods;
- A narrative detailing the consultant's philosophy, technical expertise and approach; and
- The inclusion of team members with a proven track record of illustrating and explaining complex planning ideas to the general public through the use of public meetings, media campaigns, and presentation graphics.

6.2 TIMELINE

Timeline to be determined during negotiations.

6.3 RESOURCE LINKS

- http://www.northmiamifl.gov/departments/cpd/files/NMTODFinal.pdf
- http://www.northmiamifl.gov/docs/2013_NoMi_Downtown_Master_Plan.pdf
- http://www.northmiamicra.org/plan/files/Parking_Study_01072015.pdf
- http://www.northmiamifl.gov/docs/Comprehensive_Plan_Amendments_2reading_amendment.pdf
- http://www.tri-railcoastallink.com/downloads/Station_Area_Market_Analysis.pdf
- http://www.northmiamifl.gov/docs/NoMi_EconomicMarket_Evaluation.pdf
- Johnson & Wales University Master Plan, North Miami, FL – Update 2013-2018

END OF SECTION

SECTION 7.0
ATTACHMENTS, FORMS, & APPENDIX

COVER PAGE & DESIGNATED CONTACT PERSON

Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

RFQ NO.: 08-16-17

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 Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. 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.

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 one hundred and eighty (180) 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: _____

PROPOSAL SUBMITTAL CHECKLIST

Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

RFQ NO.: 08-16-17

This checklist is provided for the 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: _____

Each item listed below should immediately follow this checklist, in said order**:**

Tab/Page No.	Section One: Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet/Signature Page	
	Appendix B: Submittal Checklist	
Tab/Page No.	**Section Two: Narrative Description**	**OFFICE USE ONLY**
	Proposal Letter	
	State of Florida active Sunbiz report *(if applicable)*	
	Current Registration and/or Certification	
Tab/Page No.	**Section Three: City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(if applicable)*	
	A-3(a) Subcontractors Local Preference Affidavit *(if applicable)*	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Sub-contractors & Suppliers (*if applicable*)	
	A-7 Insurance Requirements	
	A-14 References	

All of the City Contract Forms can now be found on our website. 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.
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

FOR PURCHASING OFFICE USE ONLY		
☐ Complete	☐ Incomplete	☐ Other: _____

ADDENDUM NO. 1

NOVEMBER 29, 2016

Solicitation Title: Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

Solicitation No.: RFQ No. 08-16-17 Opening Date: **Monday, December 12, 2016 by 3:30PM (LOCAL TIME)**

Attention all potential bidders:

☒ MUST Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. The deadline for submittal for proposals has been extended as follows:

   SUBMITTAL DEADLINE:
   ~~MONDAY, DECEMBER 5, 2016~~ **MONDAY, DECEMBER 12, 2016 BY NO LATER THAN 3:30PM (LOCAL TIME)**

NOTE: PLEASE BE ADVISED THAT THE CITY IS IN RECEIPT OF NUMEROUS QUESTIONS FROM INTERESTED APPLICANTS; THEREFORE, STAFF WILL BE ISSUING AN ADDENDUM IN RESPONSE TO THESE QUESTIONS BY NO LATER THAN MONDAY, DECEMBER 5, 2016.

For any other questions, clarification can be found in the specifications.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

ADDENDUM NO. 2

DECEMBER 6, 2016

Solicitation Title: Detailed Station Area Master Plan for a Planned N.E. 125th Street FEC Passenger Rail Station

Solicitation No.: RFQ No. 08-16-17 Opening Date: **Wednesday, January 18, 2017 by 3:30PM (LOCAL TIME)**

Attention all potential bidders:

☒ MUST Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. The deadline for submittal for proposals has been extended as follows:

   SUBMITTAL DEADLINE:
   ~~MONDAY, DECEMBER 12, 2016~~ **WEDNESDAY, JANUARY 18, 2017 BY NO LATER THAN 3:30PM (LOCAL TIME)**

2. The deadline for requests of additional information & clarification has been extended as follows:

   ADDITIONAL INFORMATION & CLARIFICATION DEADLINE:
   ~~THURSDAY, NOVEMBER 17, 2016~~ **WEDNESDAY, JANUARY 4, 2017 BY NO LATER THAN 3:30PM (LOCAL TIME)**

NOTES:

PLEASE BE ADVISED THAT A THIRD ADDENDUM IS BEING FINALIZED AND SHALL BE ISSUED TO INCLUDE ADDITIONAL SCOPE FOR THIS SOLICITATION.

PLEASE BE ADVISED THAT THE CITY IS IN RECEIPT OF NUMEROUS QUESTIONS FROM INTERESTED APPLICANTS; THEREFORE, STAFF WILL BE ISSUING AN ADDENDUM IN RESPONSE TO THESE QUESTIONS IN THE NEXT FEW DAYS AS PART OF THE THIRD ADDENDUM.

For any other questions, clarification can be found in the specifications.
All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum