



## **REQUEST FOR PROPOSALS**

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### **REDEVELOPMENT OF THE RUCKS PARK SITE**

#### **RFP No. 06-16-17**

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##### **PRE-PROPOSAL CONFERENCE**

NOT APPLICABLE

##### **ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

TUESDAY, AUGUST 15, 2017 AT 3:30PM (LOCAL TIME)

##### **SUBMITTAL DEADLINE**

FRIDAY, SEPTEMBER 8, 2017 AT 3:30PM (LOCAL TIME)

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

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and request Document No. 06-16-17.

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



The City of North Miami, Florida (“City”) is seeking proposals from qualified and experienced developers and/or development teams interested in the redevelopment of the City’s Rucks Park Site (“Site”) for workforce housing and/or other multi-use improvements, by leasing, purchase or other development proposals for the Site, in accordance with all applicable laws, ordinances and regulations governing the Site, and compatible with the goals and objectives of the City.

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 by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time 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 125th Street, North Miami, Florida 33161. **Please clearly mark Proposals as follows:**

**“IMPORTANT - PROPOSAL ENCLOSED”**  
**Redevelopment of the Rucks Park Site**  
**RFP No. 06-16-17**

The Solicitation Timetable is as follows:

Event	Date	Time
Solicitation Date:	Tuesday, July 25, 2017	
Last Date for Receipt of Written Questions:	Tuesday, August 15, 2017	3:30pm
Deadline for Submittal of Proposals:	Friday, September 8, 2017	3:30pm
Evaluation Committee Interviews:	To Be Determined	
City Council Approval:	To Be Determined	

**Note:** The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or 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)

**CONE OF SILENCE**

Please be advised that this Solicitation is issued subject to the City’s Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communication, as further described in **Attachment “A”** of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade  
Purchasing Director

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**Attachment “A” - Cone of Silence Ordinance**

**Attachment “B” - Rucks Park Site (Property Information)**

**Attachment “C” – Brownfield Site Rehabilitation Agreement & Voluntary Cleanup Tax**

**Credit Certificate**

All of our contract forms can be found on the City’s website at:

<http://northmiamifl.gov/departments/Purchasing/forms.aspx>

- Form A-1      Public Entity Crimes Affidavit
- Form A-2      Non-Collusive Proposal Certificate
- Form A-3      Local Preference Affidavit
- Form A-3(a)    Statement of Intent
- Form A-5      Addendum to Bid Documents
- Form A-6      Bidder’s Disclosure of Subcontractors and Suppliers
- Form A-7      General Insurance Requirements
- Form A-10     Performance Bond
- Form A-11     Labor and Material Payment Bond
- Form A-14     References

## **SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- f) "Project" shall include the entirety of the Respondent's proposed development of the Site including, but not limited to, all necessary on-site and off-site improvements.
- g) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract including, but not limited to, plan, design, build, finance, develop and market the proposed Project.
- h) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- i) "Subcontractors" or "Sub-consultant" shall 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, whether directly or indirectly, on behalf of the Awarded vendor.
- j) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided

by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

### **1.2 CITY OVERVIEW**

The City of North Miami, Florida with a population of over 61,000 residents is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in 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 over 500 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 goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

### **1.3 INVITATION**

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

#### **1.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

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

#### **1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

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

#### **1.6 LOBBYING**

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing

Department shall be the only point of contact for questions and/or clarifications concerning this 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 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" 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 they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

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

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers

in the form of written addenda to be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar 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.

### **1.9 ORAL REPRESENTATION**

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

### **1.10 ADDENDA**

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. 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**

Any and all protests related to this Solicitation must be submitted in writing and comply with the requirements of Section 7-158 of the City's Code of Ordinances.

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

### **1.13 CONTRACT**

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

### **1.14 PROPOSAL COST**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal 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 SUBMITTAL AND OPENING OF PROPOSALS**

All responses 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.



In order to be considered for this Solicitation, each Proposal **must** include a deposit in the form of a Cashier's Check for **\$5,000** made out to the City of North Miami. Deposits shall be refunded to the unsuccessful Respondent(s) but not refunded to the selected Respondent and applied to costs incurred by the City.

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 submittal issued by any City office, receptionist or personnel 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 submittal 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 submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

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

Please be advised that Proposals received by the City become "public records" and shall be subject

to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing 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. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, 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:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsive; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may 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 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

**1.22 PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

**1.23 CITY MANAGER'S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals.

**1.24 CITY COUNCIL REVIEW**

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

**1.25 CONTRACT AWARD**

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded 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 in a timely manner shall be just cause for termination of the award.

**1.26 PRICE PROPOSAL FORM**

See Section 5.0 Proposal Forms.

**1.27 NON-RESPONSIVE PROPOSALS**

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully 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, submittal of multiple Proposals from the same Respondent and/or its principals, 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 submittal deadline.

### **1.28 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 communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, 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.

### **1.29 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in

the Proposal without prior written approval of the City (see Form A-6).

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

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at [www.northmiamifl.gov](http://www.northmiamifl.gov).

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

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

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes 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. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no

exception is stated, the City will assume that the Respondent will accept all terms and conditions.

**1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

**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 (see Form A-3).

A local business shall be defined as:

- 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. 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. Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

**1.34 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 responsible for being 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**

Each Proposal must include a detailed "Community Benefits Plan" which outlines, in accordance with Section 7-151 of the City's Code of Ordinances, the Respondent's proposal to incorporate local workforce initiatives as part of their Proposal. The City reserves the right to accept and/or request modifications to the proposed Plan in accordance with the City's best interest.

The awarded Respondent shall be monitored by the City to ensure compliance with the proposed local workforce training and hiring efforts agreed to by the City. Failure to comply with the agreed to Community Benefits Plan shall result in breach of contract and may lead to termination of contract by the City.

**1.36 MODIFICATION OF PROPOSAL**

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

**1.37 TRUTH IN NEGOTIATION STATEMENT**

The selected Respondent must provide a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

**1.38 LATE SUBMITTALS**

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

**1.39 ATTORNEYS' FEES**

In the event of any dispute arising under or related to this Solicitation and/or the Contract 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 Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.40 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 selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

**1.41 CONSTRUCTION WORK**

For purposes of this Solicitation, the City’s Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Respondent’s proposed development is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. By participating in this Solicitation, the Respondent understands and agrees that it shall be solely responsible to ensure that the construction of its proposed development complies with all applicable codes, regulations, law and ordinances.

**1.44 THE CITY’S OPTIONS**

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

The determination of the criteria and process whereby responses are evaluated, the decision as

to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

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

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

**END OF SECTION**

## **SECTION 2.0 BACKGROUND AND SITE INFORMATION**

### **A. INTRODUCTION**

The City of North Miami is seeking proposals for the redevelopment of a City owned site formerly known as Rucks Park (“Site”) consisting of approximately 6.32 acres and located at 13780 N.E. 5<sup>th</sup> Avenue, with the primary goal that the proposed development includes workforce housing to create affordable housing opportunities within the City. See **Attachment “B”** for site map, legal description and property information.

From 1963 to 1983, the Site was operated as a wastewater treatment plant and subsequently a portion was also used as a plant nursery. Due to the existence of on-site soil and groundwater contamination, the City proceeded to seek “Brownfield” designation for the Site in order to procure brownfield related financial incentives and liability protections in connection with the subsequent environmental cleanup. Moreover, a brownfield designation enables the City to promote environmental restoration, economic redevelopment and more sustainable growth in and around areas which may be impacted by actual or perceived environmental contamination.

On October 28, 2014, the City Council approved and authorized the execution of a “Brownfield Site Rehabilitation Agreement” with Miami-Dade County to establish and implement a brownfield area rehabilitation program at the Site. The agreement acknowledges Miami-Dade County’s role as the agency authorized to administer the Florida Brownfield Program on behalf of the Florida Department of Environmental Protection and to enforce the applicable statutory provisions and administrative rules promulgated and adopted regarding this program. A copy of this Agreement and a Voluntary Cleanup Tax Credit Certificate issued to the City by the Florida Department of Environmental Protection are attached hereto under **Attachment “C”**.

Given the scarcity of available resources within Miami-Dade County and the continued demand for workforce housing, the City is looking for ways to leverage publicly-owned land to facilitate the development of this Site with the primary goal of providing housing that is affordable to moderate income households.

### **B. PROJECT GOALS**

The City will entertain proposals from qualified and experienced developers and/or development teams interested in developing the Site by means of purchase, lease and/or other means of conveyance for the design, permitting, and development of workforce housing and/or other multi-use improvements, in accordance with the applicable laws, ordinances and regulations governing the Site and with the goals and objectives of the City.

Each proposal shall be evaluated by the City with the purpose of selecting the Respondent who is best suited to accomplish the goals of this Solicitation. Specifically, the Respondent must be able to demonstrate that it has the experience, resources and financial capability to successfully undertake and complete the proposed development in a timely manner.

### **C. PROPOSED PROJECT COMPOSITION**

The Respondent must clearly indicate whether their development is based on the proposed purchase, lease or other means of conveyance of the Site. In the event that a Respondent wishes to submit proposals for more than one option, then a separate proposal must be submitted for each option in accordance with the requirements of this Solicitation.

#### **D. COMMUNITY BENEFITS PLAN**

Each Proposal must include a detailed “Community Benefits Plan” which outlines, in accordance with Section 7-151 of the City’s Code of Ordinances, the Respondent’s proposal to incorporate local workforce initiatives as part of their Proposal. The City reserves the right to accept and/or request modifications to the proposed Plan in accordance with the City’s best interest.

The awarded Respondent shall be monitored by the City to ensure compliance with the proposed local workforce training and hiring efforts agreed to by the City. Failure to comply with the agreed to Community Benefits Plan shall result in breach of contract and may lead to termination of contract by the City.

#### **E. DUE DILIGENCE**

The information contained in this Solicitation is intended to be accurate and reliable; however, the responsibility rests solely on each Respondent to conduct their own due diligence with regards to the Site and its existing conditions, history and applicable land development regulations, prior to submitting their Proposal including, but not limited to, research of public records, request for information from public utilities, federal, State and/or local regulatory agencies, etc.

#### **F. REQUESTS FOR CLARIFICATION AND/OR QUESTIONS**

Any requests for clarification and/or questions regarding this Solicitation must be submitted in writing to the Purchasing Department, via email at [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov). Respondent(s) are advised that the only official answer(s) or position of the City concerning this Solicitation shall be the one(s) received in writing from the Purchasing Department.

The Solicitation title and number must be included on all correspondence. Moreover, please be sure to reference the particular Section, page and paragraph number related to each question and/or request for clarification in order to facilitate a prompt and accurate response. **All questions must be received no later than the time and date specified in the Solicitation Timetable section. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** The City’s response to each question will be posted and made available to the public via addendum(s) on the City’s webpage. Each Respondent is solely responsible for reviewing and acknowledging that any addendum(s) issued by the City shall be incorporated and become part of this Solicitation.

**END OF SECTION**

## **SECTION 3.0 PROPOSAL FORMAT**

### **I. PROPOSAL REQUIREMENTS**

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

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

#### **A. COPIES**

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, five (5) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

#### **B. SUBMITTAL**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read at the City Council Chambers located on the Second Floor of City Hall.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED**

Address your Proposal 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 your Proposal with the name and number of this Solicitation).

### **II. PROPOSAL FORMAT**

#### **A. Cover Page (See Proposal Forms)**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person listed in this form must be a representative of the Respondent who the City may contact for any questions and is readily available and sufficiently knowledgeable regarding the proposal.

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

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages



of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### C. Letter of Intent

The Respondent must include a "Letter of Intent" clearly stating the Respondent's proposal to either **PURCHASE, LEASE or DEVELOP THE SITE VIA OTHER MEANS OF SITE CONVEYANCE**.

## III. PROPOSED PURCHASE OR LEASE

***NOTE: In the event that the Respondent wishes to submit both a purchase and lease proposal, then the Respondent must submit two (2) separate Proposal documents.***

### A. PURCHASE OPTION

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

1. The Proposal must include a deposit in the form of a cashier's check for **\$5,000**. This deposit will be refunded to the unsuccessful Respondent(s) but not refunded to the selected Proposer and applied to costs incurred by the City.
2. The Respondent must commit to provide a good faith deposit of a minimum of **\$25,000** will be required, if selected for this Contract. These funds are due at the start of negotiations and shall be held in escrow. The funds shall be refunded if negotiations fail.
3. The Respondent must be willing to be responsible for payment of any and all outstanding property taxes, if awarded this Contract.
4. The Respondent must be willing and able to deposit to the City a cash bond, surety bond, or time deposit bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of any and all improvements which may be required within dedicated rights of way and/or public facility easements to insure the placement thereof, prior to the issuance of a building permit for the start of construction for the proposed development. The City will accept an irrevocable letter of credit from a qualified financial institution in lieu a bond.

### B. FINANCIAL PROPOSAL

The proposed purchase shall provide the following information:

1. A Proposal for the purchase of the entire properties offered by the City must include a proposed purchase price to be paid by the Respondent. The Respondent's purchase offer shall be submitted on the "**Purchase Proposal Form**" included in this Solicitation, and in the manner required on such form; there are no exceptions allowed to this requirement. If the proposer wishes to submit an alternate purchase proposal, the proposer must first submit the purchase proposal in accordance with the required form, and then include a separate alternate purchase proposal. Proposers who do not submit the purchase proposal in accordance with the form will not be considered to have responded to this component of the Solicitation.
2. Proposals must include an explanation of the rationale employed in determining the proposed

purchase price. All proposals must be based on providing the City a fair market value, arms-length, purchase price for the entire properties.

3. The City reserves the right to reject any proposal which, in the City's sole determination and discretion, does not offer adequate compensation for the properties being offered in this Solicitation.

### **C. TERMS AND CONDITIONS OF SALES AGREEMENT**

#### **1. Drafting of Purchase and Sale Agreement**

By submitting a Proposal in response to this Solicitation, each Respondent agrees that the purchase and sale agreement or any other contract resulting from this RFP will be drafted and finalized by the City Attorney's Office. The selection of a particular Respondent does not require the City to accept any and all of the terms and conditions proposed by the selected Respondent.

#### **2. Condition of the Properties**

The properties offered under this Solicitation will be conveyed by the City "as-is" subject to any and all encumbrances, including, but not limited to, the Brownfield Site Rehabilitation Agreement executed between the City and Miami-Dade County (see **Attachment "C"**).

#### **3. Representation and Warranties**

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

#### **4. Insurance**

The selected Respondent must provide the City with Certificate(s) of Insurance verifying that the Respondent has complied with the requirements stipulated by the City within ten (10) calendar days of award by City Council and prior to execution of an agreement and entry on the property for due diligence inspections (See Form A-7 for General Insurance Requirements)

### **D. FINANCIAL CAPABILITY**

1. Description of the Proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years.
2. The nature of this information provided in the Proposal is at the discretion of the Respondent. The Respondent is encouraged to provide the maximum level of information so that when combined with the Respondent's prior experience with similar projects will enable the City to evaluate financial capability.
3. Letters of interest from financial institutions are required.

## **E. PROPOSED SITE PLAN AND RENDERINGS**

1. The Respondent shall submit a preliminary site plan and renderings to visually reflect the proposed location and type of improvements to be included in the Respondent's proposed development. Graphics included in the Proposal should not exceed 11" x 14". Larger graphics may be used during Evaluation Committee presentations, although three-dimensional models are not necessary.
2. The proposed site plan and renderings should be accompanied by a narrative description of the proposed size, type and locations of buildings, open space and other improvements in the Respondent's proposed development.

## **F. PROPOSED DEVELOPMENT IMPACT**

The Proposal shall include the following information relative to the projected impact(s) of the proposed development:

1. An economic impact study which identifies the community needs and/or benefits of the proposed development.
2. Site data information which includes a zoning analysis supporting the proposed development's compliance with the applicable zoning and land use regulations and a description of the "Green" sustainable construction practices to be utilized that will result in the project's LEED Certification or utilization of a similar nationally recognized "Green" practice standard.
3. A utility impact study including the impact of the proposed development and needed public and private services including, but not limited to water, sewer, sanitation, drainage, code enforcement, police and fire protection, library and parks.

## **G. PROPOSED DEVELOPMENT SCHEDULE & MILESTONES**

The proposed development timeline should identify important milestones and dates beginning with due diligence activity, securing required regulatory and permitting approvals and financing commitments, construction commencement and completion deadlines, as well as anticipated occupancy schedules.

## **H. PROFIT SHARING**

Although "Profit Sharing" is not a strict requirement of this Solicitation, each Respondent may include as part of its Proposal an incentive for "Profit Sharing" with the City based on future cash flow generated by the development, sale and operation of the project and in the net proceeds from any refinancing, sale, syndication or other similar capital transaction. The proposed terms and conditions of such "Profit Sharing" should be clearly stated in the Proposal.

## **I. COMMUNITY BENEFITS PLAN**

As described under Section 2.0 Paragraph (D) above, the Respondent must include in their Proposal the proposed Community Benefits Plan to the City, such as local workforce training and hiring efforts, as well as offering opportunities for participation in the proposed development by local vendors.

**J. DEVELOPMENT TEAM (See Section 5.0 Proposal Forms)**

List all members of the development team, including the developer, financial partner(s) (if any), sub-consultants and other members key to development or operation of the project.

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

**K. STATEMENT OF QUALIFICATIONS**

Please provide information regarding the Respondent’s ability to finance, develop and manage the proposed project, such as description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

**L. REFERENCES**

Respondent shall submit three (3) examples of prior projects successfully completed within the last ten (10) years similar to the one proposed for this Solicitation.

Please submit the following information for each reference:

- Name, title and contact information (telephone number, email address, mailing address, etc.) for each project client.
- Brief description of the size, scope, estimated value and type of project executed by the Respondent.

**- END OF PURCHASE OPTION -**

**M. LEASE OPTION**

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

1. The Proposal must include a deposit in the form of a cashier's check for **\$5,000**. This deposit will be refunded to the unsuccessful Respondent(s) but not refunded to the selected Proposer and applied to costs incurred by the City.
2. The Respondent must commit to provide a good faith deposit of a minimum of **\$25,000** will be required, if selected for this Contract. These funds are due at the start of negotiations and shall be held in escrow. The funds shall be refunded if negotiations fail.
3. The Respondent must be willing to be responsible for payment of any and all outstanding property taxes, if awarded this Contract.
4. The Respondent must be willing and able to deposit to the City a cash bond, surety bond, or time deposit bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of any and all improvements which may be required within dedicated rights of way and/or public facility easements to insure the placement thereof, prior to the issuance of a building permit for the start of construction for the proposed development. The City will

accept an irrevocable letter of credit from a qualified financial institution in lieu a bond.

#### **N. FINANCIAL PROPOSAL**

1. The Respondent's offer shall be submitted on the "***Lease Financial Proposal Form***" provided in this Solicitation. If the Respondent wishes to submit an alternate financial proposal, the Respondent must first submit the financial proposal in accordance with the required form, and then include a separate alternate financial proposal. Proposers who do not submit the financial proposal in accordance with said form will not be considered to have responded to this element.
2. Provide a payment proposal to the City for the rights to develop the entire properties in accordance with this Solicitation and consistent with the proposed Development plan. Submit a description of the proposing organization's approach to developing, financing, maintaining, and managing the proposed project.
3. Proposed financial analysis and financing plan, including:
  - a) Development cost budget, detailing all major categories of hard and soft costs;
  - b) Financing assumptions for construction and operating periods;
  - c) Financing commitments;
  - d) Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for at least ten years of operation beginning upon project completion.

#### **O. FINANCIAL CAPABILITY**

1. Description of the Proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years.
2. The nature of this information provided in the Proposal is at the discretion of the Respondent. The Respondent is encouraged to provide the maximum level of information so that when combined with the Respondent's prior experience with similar projects will enable the City to evaluate financial capability.
3. Letters of interest from financial institutions are required.

#### **P. PROPOSED SITE PLAN AND RENDERINGS**

1. The Respondent shall submit a preliminary site plan and renderings to visually reflect the proposed location and type of improvements to be included in the Respondent's proposed development. Graphics included in the Proposal should not exceed 11" x 14". Larger graphics may be used during Evaluation Committee interviews, although three-dimensional models are not necessary.

2. The proposed site plan and renderings should be accompanied by a narrative description of the proposed size, type and locations of buildings, open space and other improvements in the Respondent's proposed development.

#### **Q. PROPOSED DEVELOPMENT IMPACT**

The Proposal shall include the following information relative to the projected impact(s) of the proposed development:

1. An economic impact study by identifying the community needs and/or benefits of the proposed development.
2. Site data information which includes a zoning analysis supporting the proposed development's compliance with the applicable zoning and land use regulations and a description of the "Green" sustainable construction practices to be utilized that will result in the project's LEED Certification or utilization of a similar nationally recognized "Green" practice standard.
3. A utility impact study including the impact of the proposed development and needed public and private services including, but not limited to water, sewer, sanitation, drainage, code enforcement, police and fire protection, library and parks.

#### **R. PROPOSED DEVELOPMENT SCHEDULE & MILESTONES**

The proposed development timeline should identify important milestones and dates beginning with due diligence activity, securing required regulatory and permitting approvals and financing commitments, construction commencement and completion deadlines, as well as anticipated sales and occupancy time frames.

#### **S. PROFIT SHARING**

Although "Profit Sharing" is not a strict requirement of this Solicitation, each Respondent may include as part of its Proposal an incentive for "Profit Sharing" with the City based on future cash flow generated by the development and operation of the project and in the net proceeds from any refinancing, sale, syndication or other similar capital transaction. The proposed terms and conditions of such "Profit Sharing" should be clearly stated in the Proposal.

#### **T. COMMUNITY BENEFITS PLAN**

As described under Section 2.0 Paragraph (D) above, the Respondent must include in their Proposal the proposed Community Benefits Plan to the City, such as local workforce training and hiring efforts, and opportunities for participation in the proposed development by local vendors.

#### **U. DEVELOPMENT TEAM**

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

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



## V. STATEMENT OF QUALIFICATIONS

Please provide information regarding the Respondent's ability to finance, develop and manage the proposed project, such as prior experience with similar projects over the last ten (10) years, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project (see Section 5.0).

## W. REFERENCES

Respondent shall submit three (3) examples of prior projects successfully completed within the last ten (10) years similar to the one proposed for this Solicitation.

Please submit the following information for each reference:

- Name, title and contact information (telephone number, email address, mailing address, etc.) for each project client.
- Brief description of the size, scope, estimated value and type of project executed by the Respondent.

- END OF LEASE OPTION -

## X. ALTERNATE MEANS OF DEVELOPMENT

The following information must be provided if proposing to **develop the site by any means other than lease or purchase**:

1. The Proposal must include a deposit in the form of a cashier's check for **\$5,000**. This deposit will be refunded to the unsuccessful Respondent(s) but not refunded to the selected Proposer and applied to costs incurred by the City.
2. The Respondent must commit to provide a good faith deposit of a minimum of **\$25,000** will be required, if selected for this Contract. These funds are due at the start of negotiations and shall be held in escrow. The funds shall be refunded if negotiations fail.
3. The Respondent must be willing to be responsible for payment of any and all outstanding property taxes, if awarded this Contract.
4. The Respondent must be willing and able to deposit to the City a cash bond, surety bond, or time deposit bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of any and all improvements which may be required within dedicated rights of way and/or public facility easements to insure the placement thereof, prior to the issuance of a building permit for the start of construction for the proposed development. The City will accept an irrevocable letter of credit from a qualified financial institution in lieu a bond.

## Y. FINANCIAL PROPOSAL

1. The Respondent's offer shall be submitted on a separate financial proposal form.

2. Provide a transaction structure proposal to the City for the rights to develop the entire properties in accordance with this Solicitation and consistent with the proposed Development plan. Submit a description of the proposing organization's approach to developing, financing, maintaining, and managing the proposed project.
3. Proposed financial analysis and financing plan, including:
  - a) Development cost budget, detailing all major categories of hard and soft costs;
  - b) Financing assumptions for construction and operating periods;
  - c) Financing commitments;
  - d) Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for at least ten years of operation beginning upon project completion.

## **Z. FINANCIAL CAPABILITY**

1. Description of the Proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years.
2. The nature of this information provided in the Proposal is at the discretion of the Respondent. The Respondent is encouraged to provide the maximum level of information so that when combined with the Respondent's prior experience with similar projects will enable the City to evaluate financial capability.
3. Letters of interest from financial institutions are required.

## **AA. PROPOSED SITE PLAN AND RENDERINGS**

1. The Respondent shall submit a preliminary site plan and renderings to visually reflect the proposed location and type of improvements to be included in the Respondent's proposed development. Graphics included in the Proposal should not exceed 11" x 14". Larger graphics may be used during Evaluation Committee interviews, although three-dimensional models are not necessary.
2. The proposed site plan and renderings should be accompanied by a narrative description of the proposed size, type and locations of buildings, open space and other improvements in the Respondent's proposed development.

## **BB. PROPOSED DEVELOPMENT IMPACT**

The Proposal shall include the following information relative to the projected impact(s) of the proposed development:

1. An economic impact study by identifying the community needs and/or benefits of the proposed development.
2. Site data information which includes a zoning analysis supporting the proposed development's compliance with the applicable zoning and land use regulations and a description of the "Green" sustainable construction practices to be utilized that will result in the project's LEED Certification or utilization of a similar nationally recognized "Green" practice standard.
3. A utility impact study including the impact of the proposed development and needed public and private services including, but not limited to water, sewer, sanitation, drainage, code enforcement, police and fire protection, library and parks.

#### **CC. PROPOSED DEVELOPMENT SCHEDULE & MILESTONES**

The proposed development timeline should identify important milestones and dates beginning with due diligence activity, securing required regulatory and permitting approvals and financing commitments, construction commencement and completion deadlines, as well as anticipated sales and occupancy time frames.

#### **DD. PROFIT SHARING**

Although "Profit Sharing" is not a strict requirement of this Solicitation, each Respondent may include as part of its Proposal an incentive for "Profit Sharing" with the City based on future cash flow generated by the development and operation of the project and in the net proceeds from any refinancing, sale, syndication or other similar capital transaction. The proposed terms and conditions of such "Profit Sharing" should be clearly stated in the Proposal.

#### **EE. COMMUNITY BENEFITS PLAN**

As described under Section 2.0 Paragraph (D) above, the Respondent must include in their Proposal the proposed Community Benefits Plan to the City, such as local workforce training and hiring efforts, and opportunities for participation in the proposed development by local vendors.

#### **FF. DEVELOPMENT TEAM**

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

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

#### **GG. STATEMENT OF QUALIFICATIONS**

Please provide information regarding the Respondent's ability to finance, develop and manage the proposed project, such as prior experience with similar projects over the last ten (10) years, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project (see Section 5.0).

## HH. REFERENCES

Respondent shall submit three (3) examples of prior projects successfully completed within the last ten (10) years similar to the one proposed for this Solicitation.

Please submit the following information for each reference:

- Name, title and contact information (telephone number, email address, mailing address, etc.) for each project client.
- Brief description of the size, scope, estimated value and type of project executed by the Respondent.

**NOTE:** *It is the responsibility of each Respondent to redact any and all financial information which is exempt from public records disclosure, pursuant to Chapter 119, Florida Statutes, prior to submittal of their Proposal.*

**END OF SECTION**

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

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

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner 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.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City's goals and objectives for this Solicitation.

### **4.2 EVALUATION PROCESS**

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

### **4.3 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 Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee's score for each Respondent, adjusted by the Local Business Preference factor.

The specific criteria that will be utilized is as follows:

1. Respondent's qualifications, prior experience with similar projects over the last ten (10) years and ability to successfully execute the proposed development as demonstrated by the following: **(30 POINTS)**
  - a) Prior experience of the Respondent and its team in funding, designing, building and managing comparable developments in a timely and successful manner;
  - b) Financial capacity and commitments to ensure financial success of the proposed development:
    - a) Respondent's prior experience in public-private projects;
    - b) Respondent's past experience working with environmentally impacted sites;

- c) The qualifications of the Respondent's staff and team members; including the participation of Certified MWBE and/or SBE firms.
- 2. The Respondent's approach to design, stakeholder approvals, regulatory reviews, construction, marketing, operation and maintenance of the proposed development. **(20 POINTS)**
- 3. The Respondent's proposed development and planned improvements to the subject properties referenced in this Solicitation, in particular the component of workforce housing. **(20 POINTS)**
- 4. Financial benefits to be derived by the City from the Respondent's proposed lease or purchase, including, but not limited to, real estate taxes and any other projected fiscal revenues. **(20 POINTS)**
- 5. **REFERENCES (10 POINTS)**

Respondent shall submit three (3) examples of prior projects successfully completed within the last ten (10) years similar to the one proposed for this Solicitation.

Please submit the following information for each reference:

- Name, title and contact information (telephone number, email address, mailing address, etc.) for each project client.
- Brief description of the size, scope, estimated value and type of project executed by the Respondent.

**4.4 LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City's Purchasing 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 (see Form A-3).

Pursuant to Section 7-151, a "Local Business" is defined as one of the following:

- 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 subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.



**Note:** The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

#### **4.5 NEGOTIATION PROCESS**

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

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

At the time of notification of selection, the City and the selected Proposer(s) will enter into negotiations for a period of up to thirty (30) days. The form and content of the sale or lease to be negotiated will be substantially in accordance with the terms and conditions included in this RFP and the selected Proposer's proposal.

If the City and the selected Proposer have not concluded negotiations and executed a sale or lease agreement within thirty (30) days, but the City Manager, in his sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, the City Manager and the selected Proposer may, by mutual agreement, extend the negotiation period for an additional limited period.

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

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

**END OF SECTION**



## SECTION 5.0 PROPOSAL FORMS

The Respondent must include the following forms, if applicable, as part of their Proposal:

1. Cover Page & Contact Information Form - Must be completed by all Respondents.
2. Purchase Proposal - Must be completed if proposing to purchase property.
3. Lease Proposal - Must be completed if proposing to lease property.
4. Alternate Proposal.

The Respondent must provide the information requested below and further described in this Section as part of their Proposal:

1. Team Composition
2. Proposed Architect
3. Experience Statement of Proposed Architect
4. References of Proposed Architect
5. Proposed Engineer(s)
6. Experience Statement of Proposed Engineer(s)
7. References of Proposed Engineer(s)
8. Proposed Contractor or Construction Manager (***If Known***)
9. Experience Statement of Proposed Contractor or Construction Manager
10. References of Proposed Contractor or Construction Manager



**COVER PAGE & CONTACT INFORMATION**

**RFP No. 06-16-17  
REDEVELOPMENT OF THE RUCKS PARK SITE**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Proposer(s):

---

Federal Employee  
Identification (FEIN)  
Number:

---

Mailing Address:

---

City, State, Zip Code:

---

Contact Person:

---

Title:

---

Email Address:

---

Telephone Number:

---

Fax Number:

---

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.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The 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. Moreover, 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.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

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

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

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



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

A. Proposed Purchase Price for the Rucks Park Site.

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

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

B. Please describe and/or attach complete proposed terms and conditions.

**CERTIFICATIONS**

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

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

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







**ALTERNATE DEVELOPMENT PROPSAL**  
**(Complete only if proposing an alternate development proposal)**

A. Proposed Alternate Development Compensation Proposal for the Rucks Park Site.

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

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

B. Please describe and/or attach complete proposed compensation structure terms and conditions.

**CERTIFICATIONS**

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

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

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



**TEAM COMPOSITION**

(Please provide a complete list of the Respondent's personnel and sub-consultants, if any, that will be involved in any aspect of the design, finance, construction and/or operation of the proposed development and indicate their role on behalf of the Respondent)



**1. PROPOSER'S ARCHITECT**

Name, address and telephone number of architectural firm:

Name:

Street  
Address:

Mailing  
Address:

Telephone: ( )

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

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

Name	Title
Name	Title
Name	Title

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

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

## 2. EXPERIENCE STATEMENT OF PROPOSER'S ARCHITECT

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

### 3. REFERENCES OF PROPOSER'S ARCHITECT

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

Reference No. 1

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

Reference No. 2

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

#### 4. PROPOSER'S ENGINEER

Name, address and telephone number of engineering firm:

Name:

Street  
Address:

Mailing  
Address:

Telephone: (    )

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

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

Name	Title
Name	Title
Name	Title

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

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

## 5. EXPERIENCE STATEMENT OF PROPOSER'S ENGINEER

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

## 6. REFERENCES OF PROPOSER'S ENGINEER

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

Reference No. 1

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:

Reference No. 2

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value, and magnitude of business association:



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

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

Name:

Street  
Address:

Mailing  
Address:

Telephone: ( )

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

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

Name Title

Name Title

Name Title

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

Name of Firm Name of Firm

Street Address Street Address

Mailing Address Mailing Address

Telephone ( ) Telephone ( )

Name of Principal Contact Name of Principal Contact

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

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

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

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

Project No. 1

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value and magnitude of business association:

Project No. 2

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value and magnitude of business association:

Project No. 3

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value and magnitude of business association:

Project No. 4

Name:

Firm:

Title:

Address:

Telephone: ( )

Nature, dollar value and magnitude of business association:

## **SECTION 6.0 SPECIAL CONDITIONS**

### **A. CITY OPTIONS**

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

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

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

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

### **B. RULES, REGULATIONS, AND REQUIREMENTS**

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

### **C. CHANGE OF PROPOSAL**

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

### **D. WITHDRAWAL OF PROPOSAL**

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

### **E. MODIFICATIONS OF PROPOSAL**

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

### **F. INDEMNIFICATION**

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

nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this Lease or other provided by selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The selected Proposer shall obtain insurance which satisfies the hold harmless provision of this section, which insurance shall name the City as an additional insured.

#### **G. REPRESENTATIONS AND WARRANTIES**

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

#### **H. SALE OR LEASE / CONTRACT AWARD**

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

#### **I. PERMITS AND APPROVALS**

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

#### **J. DEVELOPMENT COSTS**

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

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

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

#### **K. PROPERTY TAXES**

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

#### **L. LEASE/CONTRACT TERM**

If the Respondent wishes to lease the subject properties, then the Respondent must propose a duration for the requested lease. However, the term of the lease shall not exceed ninety-nine (99) years.

Possession of the subject properties shall be conveyed by the City upon such time as when the Respondent has fully demonstrated its ability and commitment to commence construction upon such properties, to the satisfaction of the City, as evidenced by the Respondent having secured necessary approvals, construction contract, and financing commitments and satisfied other conditions required by the City. The first year of the lease as it relates to the above-stated lease term shall be considered to commence upon possession. Prior to such date, the executed lease shall be considered a development agreement or agreement to lease subject to fulfillment of conditions precedent to possession.

#### **M. DISPOSITION TERMS**

The City intends to dispose of the property in “as is condition”, with the developer responsible for any environmental remediation, demolition of existing structures and other site preparation costs.

#### **N. SUBORDINATION**

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

#### **O. INSURANCE**

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

#### **P. VENDOR REGISTRATION**

The selected Respondent must become a registered vendor with the City prior to award of Contract and is obligated to remain and update, as needed, a registered vendor with the City for the duration of the Agreement.

**END OF SECTION**