

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: May 8, 2019

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-234-ND FOR A LAND USE, MOBILITY AND ECONOMIC DEVELOPMENT STUDY OF THE ENTERTAINMENT DISTRICT**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

FUNDING

It is not anticipated that grant funding will be utilized for this project.

BACKGROUND

The City is moving toward and is placing greater emphasis on enhancing citywide business corridors including North Beach Town Center, Ocean Terrace, 41st Street, Washington Avenue, Collins Avenue and Ocean Drive, with several neighborhood urban planning studies completed and underway. Both Washington Avenue and Ocean Drive have separate planning discussion concurrently underway exploring how to revitalize the corridor design and utilize voter approved General Obligation Bonds for each corridor, authorized for future issuance, to accomplish their goals.

Prior to developing any corridor specific concept plans and designs, the City, through the RFQ, seeks to obtain qualifications from multidisciplinary consultant teams to perform a district-wide study that encompasses land use, mobility and economic development from Washington Avenue to Ocean Drive and 5th Street to 17th Street, including Collins Avenue and side streets; and to provide land use, mobility and economic development recommendations for each of the three major corridors (i.e. prioritizing each corridor regarding pedestrian areas, bicycle facilities, transit and vehicles). The recommendations from the study, as adopted by the City Commission, will form the basis for a more detailed concept and design plans for Washington Avenue and Ocean Drive. The pertinent areas of the RFQ include the following sections.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 20, RFQ 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, Page 10, RFQ 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, Page 12, RFQ 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District (attached).

Following the receipt of proposals an Evaluation Committee will review proposals in accordance with the criteria established in the RFQ.

CONCLUSION

The City Manager recommends that the Mayor and Commission authorize the issuance of the RFQ 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District subject to funds availability approved through the City's budgeting process.

KEY INTENDED OUTCOMES SUPPORTED

Enhance beauty and vibrancy of urban and residential neighborhoods; focusing on cleanliness and historic assets in select neighborhoods and redevelopment areas.

ATTACHMENTS

Attachment A: RFQ 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District

A handwritten signature in black ink, appearing to be "JLM", is written over the printed text "JLM/KGB/BM/AD/KB/ND".

JLM/KGB/BM/AD/KB/ND

F:\PURC\Solicitations\2019\2019-234-ND_RFQ_Entertainment_District_Consultant\04 - Commission Issuance Documents\RFQ 2019-234-ND.doc

REQUEST FOR QUALIFICATIONS (RFQ)

FOR A LAND USE, MOBILITY AND ECONOMIC DEVELOPMENT
STUDY OF THE ENTERTAINMENT DISTRICT

RFQ 2019-234-ND

RFQ ISSUANCE DATE: MAY 10, 2019

PROPOSALS DUE: JUNE 25, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

NATALIA DELGADO, Procurement Contracting Officer I

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3RD Floor, Miami Beach, FL 33139

305.673.7000 X 62631 nataliadelgado@miamibeachfl.gov | www.miamibeachfl.gov

MIAMI BEACH

TABLE OF CONTENTS

<u>SOLICITATION SECTIONS:</u>	<u>PAGE</u>
0100 INSTRUCTIONS TO RESPONDENTS.....	3
0200 GENERAL CONDITIONS	7
0300 PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT	10
0400 PROPOSAL EVALUATION	12
<u>APPENDICES:</u>	<u>PAGE</u>
APPENDIX A PROPOSAL CERTIFICATION AND QUESTIONNAIRE	13
APPENDIX B "NO BID" FORM	18
APPENDIX C MINIMUM REQUIREMENTS & SPECIAL CONDITIONS	20

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

Prospective Proposers that have obtained this solicitation in any manner other than via *PublicPurchase* (www.publicpurchase.com) are advised that the City utilizes *PublicPurchase* (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any Prospective Proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. The City is moving toward and is placing greater emphasis on enhancing citywide business corridors including North Beach Town Center, Ocean Terrace, 41st Street, Washington Avenue, Collins Avenue and Ocean Drive, with several neighborhood urban planning studies completed and underway. Both Washington Avenue and Ocean Drive have separate planning discussion concurrently underway exploring how to revitalize the corridor design and utilize voter approved General Obligation Bonds for each corridor, authorized for future issuance, to accomplish their goals.



Implement commercial revitalization enhancements for the Washington Avenue corridor, including lighting, landscaping, street renovations, and pedestrian improvements.



Pedestrianize Ocean Drive from 5th to 15th streets by eliminating the sidewalks and curbs to create an "at grade" profile with pavers and decorative design patterns.



The Washington Avenue and Ocean Drive projects have the potential to impact each other, Collins Avenue, and the intervening streets, particularly affecting mobility.

MIAMI BEACH

Prior to developing any corridor specific concept plans and designs, the City wishes to perform a district-wide study that encompasses from Washington Avenue to Ocean Drive and 5th Street to 17th Street, including Collins Avenue and side streets; and to provide land use and mobility recommendations for each of the three major corridors (i.e. prioritizing each corridor regarding pedestrian areas, bicycle facilities, transit and vehicles). The recommendations from the study, as adopted by the City Commission, will form the basis for a more detailed concept and design plans for Washington Avenue and Ocean Drive.

The successful consultant will have an understanding of the City's vulnerabilities to sea level rise and our approach to address through our stormwater program and land use amendments. The consultant will also be informed by the City Commission approved Transportation Master Plan.

The study should include:

- Review prior studies and task force recommendations for the area from Washington to Ocean Drive and 5th Street to 17th Street.
- Coordinate with ongoing County SMART Plan studies (i.e. Beach Corridor Rapid Transit Connection and Bus Express Rapid Transit).
- Analyze neighborhood conditions and potential impacts of City approved and proposed development projects.
- Engage city officials and staff, business and civic leaders and other community stakeholders to develop a high-level evaluation and position strategies for each of the study areas that includes the following:
 - Land use recommendations for each of the three major corridors;
 - Economic development strategies and branding for each of the three major corridor or for the study area as a whole;
 - Traffic impact analysis of proposed mobility recommendations including circulation analysis on each of the three major corridors, side streets and local streets west of Washington avenue;
 - Mobility recommendations for each street within the district, including connectivity to the rest of the City and the region.

THIS RFQ, AND ANY RESULTING CONTRACT, IS ISSUED AND GOVERNED BY SECTION 287.055, FLORIDA STATUTES

3. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	May 10, 2019
Pre-Proposal Meeting	May 22, 2019 at 10:00 a.m. ET
Deadline for Receipt of Questions	June 4, 2019 at 5:00 p.m. ET
Responses Due	June 25, 2019 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

MIAMI BEACH

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7490

Email:
nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

7. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine:

MIAMI BEACH

qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

10. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount).

11. DETERMINATION OF AWARD. The final ranking results of Phase II evaluation process will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

SECTION 0200

GENERAL CONDITIONS

1. GENERAL DISCLAIMERS.

a. The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

b. The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

c. Proposers are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE –SECTION 2-486
- PROTEST PROCEDURES –CODE SECTION 2-371
- DEBARMENT PROCEEDINGS –SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS – SECTION 2-487
- CAMPAIGN CONTRIBUTIONS – SECTION 2-488
- EQUAL BENEFITS FOR DOMESTIC PARTNERS – SECTION 2-373
- LIVING WAGE REQUIREMENT – SECTIONS 2-407 THROUGH 2-410
- FALSE CLAIMS ORDINANCE – SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES – SECTION 2-449

2. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

4. DEBARMENT ORDINANCE: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

5. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS.

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

6. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-37379, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

7. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

8. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

9. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

10. JOINT VENTURES / SINGLE PURPOSE ENTITY. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. AGREEMENT BY PROPOSERS. Any individual that submits a proposal in response to this solicitation agrees to the following:
Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

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

Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. In accordance with Section 47 below, a Proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening, by delivering written notice of withdrawal to the Procurement Department.

13. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

14. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

15. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

16. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a Proposer's history of citations and/or violations of environmental regulations in investigating a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrants such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. DEFAULT. Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a proposal response before such award is made and

approved, may result in a claim for damages by the City, and may be grounds for removing the Proposer from the City's vendor list.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the work and services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where Developer is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the Developer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The Developer shall be liable for any damages or loss to the City occasioned by negligence of the Developer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

23. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

24. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, and political affiliation.

25. DEMONSTRATION OF COMPETENCY. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry, and as determined by the City.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer to show proof that it has been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful Proposer is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK. To the extent applicable, it is the intent of the City to purchase the goods and services specifically listed in this solicitation. However, the City reserves the right to purchase any goods or services awarded from State or other governmental contracts, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

31. INDEMNIFICATION. The Developer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Developer or its employees, agents, servants, partners, principals or subcontractors. The Developer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Developer expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the Developer 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 above indemnification provisions shall survive the expiration or termination of this Agreement.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Developer agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Developer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public

agency.

33. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

34. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

35. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

36. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth in the RFQ and any exhibits or Addenda thereto).

37. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

38. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process, unless otherwise noted herein.

Balance of Page Intentionally Left Blank

SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE PROPOSALS. Proposals are to be received on or before the due date established herein for the receipt of Proposals. **Any Proposal received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. NON-RESPONSIVENESS. Failure to comply with the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Failure to submit a signed copy of Appendix A.
2. Failure to comply with the Minimum Eligibility Requirements (See Appendix C, Section 1).

4. OMITTED OR ADDITIONAL INFORMATION. With exception of the Proposal Certification Form (Appendix A-1) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

5. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Cover Letter & Minimum Qualification Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review.</p> <p>1.2 Proposal Certification Form (Appendix A-1). Failure to submit the Proposal Certification Form <u>with the Proposal</u> shall result in Proposal being <u>deemed non-responsive</u>.</p> <p>1.3 Questionnaire & Requirements Affidavit (Appendix A-2).</p> <p>1.4 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.</p>	

TAB 2**Project Team Qualifications**

2.1 Organizational Chart: An organizational chart depicting the structure and lines of authority and communication for all firms, principals and personnel involved in the project. Include information that describes the intended structure regarding project management, accountability and compliance with the terms of the RFQ.

2.2 Relevant Experience of Prime Proposer: Summarize projects where the Proposer and/or its principals have provided services similar to those described herein. For each project provide the following:

- a. project name and scope of services provided;
- b. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- c. client;
- d. client project manager and contact information;
- e. costs of the services provided; and
- f. term of the engagement.

2.3 Relevant Experience of Sub-consultant(s)/Sub-contractor(s): Summarize projects where the Sub-consultant(s)/Sub-contractor(s) and/or its principals have provided services similar to those described herein. For each project provide the following:

- g. project name and scope of services provided;
- h. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- i. client;
- j. client project manager and contact information;
- k. costs of the services provided; and
- l. term of the engagement.

TAB 3**Approach and Methodology**

Submit detailed information on the approach and methodology that the Proposer and its team has used in past in engagements in providing the services described herein, including detailed information, as applicable, which addresses, but need not be limited to, its approach and methodology to the following areas of work:

- economic development studies,
- land use planning,
- transportation planning,
- traffic management, and
- branding.

SECTION 0400**PROPOSAL EVALUATION**

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated in accordance with the following criteria.

Step 1 - Qualitative Criteria	Maximum Points
Project Team Qualifications	60
Approach and Methodology	40
TOTAL AVAILABLE STEP 1 POINTS	100

3. Quantitative Criteria. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional, to be added by City staff, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Veterans Preference	5
Prime Proposer Volume of Work (0-5 Points). Points awarded to the proposer for volume of work awarded by the City in the last three (3) years in accordance with the following table:	
Less than \$250,000	5
\$250,000.01 – \$2,000,000	3
Greater than \$2,000,000	0
TOTAL AVAILABLE STEP 2 POINTS	10

4. Determination of Final Ranking. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

	Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76
	Step 2 Points	22	15
	Total	104	91
	Rank	1	3
Committee Member 2	Step 1 Points	79	85
	Step 2 Points	22	15
	Total	101	100
	Rank	1	2
Committee Member 2	Step 1 Points	80	74
	Step 2 Points	22	15
	Total	102	89
	Rank	1	2
Low Aggregate Score		3	7
Final Ranking*		1	2

APPENDIX A

MIAMI BEACH

Proposal Certification and Questionnaire & Requirements Affidavit

RFQ No. 2019-234-ND
ENTERTAINMENT DISTRICT
CONSULTANT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and executed.

FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

Solicitation No: RFQ 2019-234-ND		Solicitation Title: Entertainment District Consultant Services	
Procurement Contact: Natalia Delgado		Tel: 305-673-7000, Ext. 6263	Email: nataliadelgado@miamibeachfl.gov
PROPOSER'S NAME:			
NO. OF YEARS IN BUSINESS:		NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:			
FIRM PRIMARY ADDRESS (HEADQUARTERS):			
CITY:			
STATE:		ZIP CODE:	
TELEPHONE NO.:			
TOLL FREE NO.:			
FAX NO.:			
FIRM LOCAL ADDRESS:			
CITY:			
STATE:		ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:			
ACCOUNT REP TELEPHONE NO.:			
ACCOUNT REP TOLL FREE NO.:			
ACCOUNT REP EMAIL:			
FEDERAL TAX IDENTIFICATION NO.:			

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. ~~Living Wage.~~ Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.~~

~~Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTTracker.net).~~

SUBMITTAL REQUIREMENT: Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

8. ~~Equal Benefits for Employees with Spouses and Employees with Domestic Partners.~~ When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3404 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

~~If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.~~

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

APPENDIX B

MIAMI BEACH

"No Bid" Form

RFQ No. 2019-234-ND
ENTERTAINMENT DISTRICT
CONSULTANT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to submit a proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: NATALIA DELGADO
PROPOSAL #2019-234-ND
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Special Conditions

RFQ No. 2019-234-ND
ENTERTAINMENT DISTRICT
CONSULTANT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Project team shall have a minimum of three (3) years' of prior experience in each of the following areas: economic development studies, land use planning, and transportation planning/management.

Required Submittals: For each qualifying project, submit project name, project description, start and completion dates, project contact information (phone and email), volume of contract, prime proposer's principle role in project.

2. Special Conditions.

2.1 Term of Contract: It is expected that any resulting agreement shall be valid for a term of three (3) years from effective date. The City Manager may approve two (2) additional one (1) year renewal periods based on satisfactory performance.

2.2 Additional Work. The City, at its sole discretion, may request additional services from the selected consultant(s), either for this particular project or for similar projects across the City. All additional work not exceeding \$100,000 shall be approved by the City Manager. All additional work exceeding \$100,000 shall be approved by the City Commission.

2.3 Change of Project Manager. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee. Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

2.4 Sub-Consultants. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

2.5 Indemnification. Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.