

INVITATION TO NEGOTIATE (ITN)

FOR THE DEVELOPMENT OF THE COLLINS PARK ARTIST WORKFORCE HOUSING PROJECT

2019-099-KB

ITN ISSUANCE DATE: JANUARY 17, 2019

PROPOSALS DUE: MARCH 15, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

KRISTY BADA, CONTRACTING OFFICER III
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MIAMI BEACH

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SECTION 0200 **INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS**

1. GENERAL. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the proposers submitting a response to the ITN (“Proposers”) and, subsequently, the successful Proposer, if this ITN results in an award. The successful Proposer that enters into a Development and Ground Lease (“Lease”) with the City pursuant to this ITN shall be referred to herein as the “Developer.”

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 ITN. Any prospective Proposer who has received this ITN by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITN. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. BACKGROUND.

On July 20, 2016, the City Commission directed the Administration to pursue a workforce and artist housing facility on the City-owned lots east of Liberty Avenue (behind the library). The project site located on the block, south of 23rd Street, west of Liberty Avenue, and north of the Miami-Dade County Public Library is part of a Unified Development Site that includes the current surface parking lot and the library. Immediately to the west is the City-owned building occupied by the Miami City Ballet as well as the planned new parking facility. Immediately east of the site is the Shep Davis affordable housing property, privately owned and operated.

The Planning Department estimates that the site has an available Floor Area Ratio (FAR) of approximately 90,000 square feet.

The building can have a 75-foot maximum height as approved by City Commission Resolution 2016-29679 on December 14, 2016. The City’s Capital Improvements Office evaluated a concept which allowed for a building with seven (7) floors and approximately 9,200 sq. ft. per floor.

Miami City Ballet & Art Center South Florida

As part of its direction on July 20, 2016, the City Commission approved the option to include (1) floor of residential development for ArtCenter/South Florida (ACSF) and the building’s ground floor for artist studios to promote artists in the area; in addition to the option of two (2) residential floors of the new development for Miami City Ballet, Inc. (MCB). Any areas developed for ACSF or MCB would be paid for and have condominiumized ownership by ACSF and MCB, respectively.

MCB and ACSF will be included in this Project at the sole discretion of the City. In the event that the MCB elects not to move forward, the City is recommending that the additional two floors be used for additional artist and/or other workforce housing. In the event ACSF elects not to move forward, the City is recommending that there be one additional floor of artist and/or other workforce housing and one floor of commercial retail or ground floor artist studios. In the event both MCB and ACSF elect not to move forward with their respective proposed components, the City is recommending that the seven floors be used for a combination of artist and/or other workforce housing and the ground floor be developed as either commercial retail or ground floor artist studios.

General Project Parameters

These are the general parameters for the project site:

1. The top floors will be dedicated to a combination of workforce housing units with targeting employees of artistic institutions and area educators employed in Miami Beach.
2. Target population – Artists and employees of artistic institutions as well as area educators earning up to 140% Area Median Income (AMI) (Resolution 2017-29758).
3. Rent levels - Rents should not be more than 30% of the AMI of targeted incomes.
4. The City adopted Ordinance No. 2017-4149 in 2017 which reduced the minimum/average unit size to 400 square feet and reduced requirements that mandate a minimum number of parking spaces for new workforce and affordable housing developments.
5. The project would be structured as a 50-year lease, with two (2) 20-year renewals, for a potential total of 90 years.

The City engaged The Concourse Group, its P3 consultant, to determine the project's viability and feasibility for leveraging the City's property to entice a private developer to maximize the project, as well as evaluate the development interests of MCB and ACSF. The Concourse Study for the Collins Park Workforce Housing Project report (the "Study") attached as Appendix "C." The Study does not supersede any of the parameters presented above.

3. PURPOSE.

This Invitation to Negotiate (ITN) is issued by the City of Miami Beach, Florida (the "City") as the means for prospective Proposers to submit their qualification for the City's consideration. The City wishes to consider entering into negotiations with a qualified Proposer for a ground lease (the "Lease") for the development of an artist workforce housing project on a City-owned site of approximately 19,750 square foot (0.45 acres) located at 224 23rd Street (19,750 SF), as depicted in Appendix F (the "Site"). The project may have a 75-foot maximum height. The Concourse Group Study evaluated the feasibility of seven (7) possible scenarios for the Project.

Scenario One, Three and Four – Assumed Miami City Ballet and Art Center Florida South pay for the proportionate share of construction costs for their condominium that includes two residential floors for Miami City Ballet and one residential floor and ground floor artist space for Art Center South Florida. The remaining three floors are developed into 36 rental workforce housing units. Differences in the three scenarios relate to the payment of opportunity and land costs.

Scenario Two – Assumed Miami City Ballet and Art Center Florida South pay for the proportionate share of construction costs for their condominium that includes two residential floors for Miami City Ballet and one residential floor and ground floor artist space for Art Center South Florida. The remaining three floors are developed into 29 workforce and 7 market-rate rental housing units.

Scenario Five – Assumed Art Center South Florida elects not to occupy the subject building. Miami City Ballet pays construction costs for its condominium space of two floors. The remaining five floors are rented as 48 rental workforce housing units and ground floor commercial space.

Scenario Six – Assumed Miami City Ballet elects not to occupy the subject building. Art Center South Florida pays for the construction costs for its condominium space, that includes one floor of housing and ground floor artist space. The remainder of the building is rented as 60 rental workforce units.

Scenario Seven – Assumed Miami City Ballet and Art Center South Florida elect not to occupy the subject building. The building is developed and fully rented as 36 workforce and 36 market rate rental units. The ground floor commercial space is rented.

Through this ITN, the City seeks to select the firm it deems to be best qualified with whom it can partner in negotiating a ground lease and development agreement for the design, development, financing, construction, operation, and maintenance of: 1) one of the options stated above; 2) any combination of the stated options; or, 3) another option(s) altogether that yields workforce housing units as detailed herein, including (but not limited to) co-living units (subject to approval of any zoning change that may be required). The City makes no offer, expressly or implied, of any remuneration to the selected Proposer in the event that an agreement cannot be executed. The terms Proposer and Developer are used interchangeably.

4. MINIMUM ELIGIBILITY REQUIREMENT. In order to be considered, Proposer must have developed at least one (1) project similar in size and scope within the last twenty (20) years. For each project, submit project name, description of project, date of completion, owner’s representative, and owner’s representative contact information. Proposer shall submit documentation that it meets or exceeds the minimum eligibility requirement. Any Proposer who fails to comply with minimum requirement(s) shall be deemed non-responsive and shall not have its proposal considered.

5. ANTICIPATED ITN TIMETABLE. The tentative schedule for this solicitation is as follows:

ITN Issued	January 17, 2019
Pre-Proposal Meeting This meeting will be held via web conference in accordance with Sub-section 7.	January 31, 2019
Deadline for Receipt of Questions	March 1, 2019
Responses Due	March 15, 2019
Evaluation Committee Review & Proposer Presentations	March 28, 2019
City Commission Approval Authorizing Negotiations	April 10, 2019 (tentative)

*Final negotiated contract shall require approval by the City Commission.

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

Procurement Contact: Kristy Bada Telephone: 305-673-7490 Email: kristybada@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 as scheduled in Section 0200-5, ITN Timetable. All responses to questions/clarifications will be sent to all Proposers in the form of an addendum.

7. PREVAILING WAGE RATES. Section 31-27 of the City Code requires that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. See Appendix D.

8. LOCAL WORKFORCE PARTICIPATION PROGRAM. Section 31-40 of the City Code requires the demonstration of reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County and City of Miami Beach residents. See Appendix D.

9. PRE-PROPOSAL WEB CONFERENCE. A Pre-Proposal Web Conference has been scheduled to address any questions from prospective proposers. Attendance via web conference is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Web Conference must follow these steps:

To join by web:

<https://meet.lync.com/miamibeach/kristybada/WPTHVCMJ>

To join by phone:

(1) Dial the TELEPHONE NUMBER: +17866361480

(2) Enter the CONFERENCE ID: 53296375

Proposers who are participating in the web conference should send an e-mail to the contact person listed in this ITN expressing their intent to participate web conference.

Any discussion or information provided at the Pre-Proposal Web Conference is not binding on the City unless it has been released in accordance with Sub-section 8 below.

10. 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 oral information received at pre-proposal conference or site visit(s). The City, by means of Addenda, will issue interpretations or written 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. Addendums will be released through *PublicPurchase*. Any Proposer who has received this ITN by any means other than through PublicPurchase must register immediately with PublicPurchase to assure it receives any Addendum issued to this ITN. **Failure to receive an Addendum may result in disqualification of the Proposal.** Written questions should be received no later than the deadline for questions outlined in the **Anticipated ITN Timetable** section.

11. CONE OF SILENCE. This ITN 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.

12. SPECIAL NOTICES. You 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..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- ART IN PUBLIC PLACES REQUIREMENTS..... CITY CODE SECTIONS 82-536 THROUGH 82-588

- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

- MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM NORTH CAROLINA AND MISSISSIPPI CITY RESOLUTION NO. 2016-29375

13. 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.

14. COMPLIANCE WITH THE CITY’S LOBBYIST LAWS. This ITN 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.

15. DEBARMENT ORDINANCE: This ITN 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.

16. COMPLIANCE WITH THE CITY’S CAMPAIGN FINANCE REFORM LAWS. This ITN 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.

17. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, 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.

18. 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.

19. 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*.

20. 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.

21. JOINT VENTURES / SINGLE PURPOSE ENTITY.

a. **Joint Ventures Permitted for Proposal Submissions.** For purposes of the Proposal submission and evaluation, a Proposer may form a joint venture entity and the owner/members of the joint venture shall be deemed to be the Proposer (i.e. the joint venture members with an ownership interest in the joint venture may meet the qualification requirement collectively). If the Proposer is a joint venture, the joint venture's Proposal shall contain an executed Proposal Certification Questionnaire and Requirements Affidavit from each of the owner/members of the joint venture participating in the Proposal. If awarded the ITN, the ownership interests of each member of the joint venture entity shall be disclosed, as provided for in the Lease (attached as Appendix L hereto).

b. **Successful Proposer Required to Create Single Purpose Entity To Serve as Contract Entity.** The successful Proposer shall be required to, prior to execution of the Lease, create a single purpose entity (such as a limited liability company) to serve as the entity that enters into the Lease with the City, and shall be the vehicle through which the Developer raises the capital/equity commitments from investors for the Project, subject to the City's rights in and to the Project. If the successful Proposer is a joint venture entity, and the joint venture entity is not a single purpose entity, the joint venture shall be required to create a single purpose entity to serve as the entity that enters into the Lease, as applicable.

22. 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 ITN, 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 ITN 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.

23. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) that the City Manager deems to be in the best interest of the City, or the City Manager may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified in this ITN, 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.

24. 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 a contract has been agreed to; approved by the City Commission; and executed by the parties.

25. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this ITN; postpone or cancel, at any time, this ITN process; or waive any irregularities in this ITN, or in any responses received as a result of this ITN. 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 as provided in Section 47 below.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 warrant 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.

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

32. 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 ITN. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

33. 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.

34. 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.

35. 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.

36. 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.

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 ITN (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.

47. 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.

48. 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.

49. EXCEPTIONS TO ITN. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this ITN, 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 ITN to which Proposer took exception to (as said term and/or condition was originally set forth in the ITN and any exhibits or Addenda thereto).

50. 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.

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

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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 and will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. 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 sections and manner 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, Proposal Certification & Organizational Information
	<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.</p>
	<p>1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.</p>
	<p>1.3 Organizational Chart: An organizational chart depicting the structure and lines of authority and communication. Include a narrative that describes the intended structure regarding project management, accountability and compliance with the terms of the ITN.</p>
	<p>1.4 Key Personnel: Identify all key personnel who will be assigned to the Project and their intended roles and responsibilities for all phases of the project, including: design, finance, construction, operations and maintenance. Indicate and provide contact information for the primary individuals leading this process and those authorized to commit for the Proposer.</p>

TAB 2	Minimum Requirements
	<p>2.1 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Section 0200, Sub-Section 3, Minimum Requirements and Specifications.</p>

TAB 3 Proposer Qualifications

Summarize the Proposer's experience with 1) developing, 2) financing, and 3) operating and maintaining similar projects (design team qualifications will be reviewed separately below), including:

3.1 Company Information: Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience.

3.2 Relevant Experience: Summarize projects where the Proposer and/or its principals have developed, financed, operated and maintained projects of a similar size and scope as that described in this ITN. At least three (3) references should be included for each area of scope (development, financing, operating and maintaining). For each project, include the following:

- a. Project name and location;
- b. Client agency and contact information;
- c. Programming (number and size of units, amenity space, ancillary space, etc.);
- d. Names and roles of team members involved in project;
- e. Year project opened (or "in Design" or "Under Construction");
- f. Summary of Proposer's role;
- g. Identification of those individuals that worked on the project that will work on this project;
- h. Project development cost;
- i. Summary of project capital funding and Proposer's role in raising the capital.

TAB 4 Design Team Qualifications

Summarize the Design Team's experience with designing completed similar projects, including:

4.1 Company Information: Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience.

4.2 Relevant Experience: Summarize projects where the design firm and/or its principals have designed similar projects. For each project include:

- a. Project name and location;
- b. Client agency and contact information;
- c. Programming (number and size of units, amenity space, ancillary space, etc.);
- d. Design team name(s) and roles (designer, construction documentation, interiors, etc.);
- e. Year project opened (or "in Design" or "Under Construction");
- f. Summary of Proposer's role;
- g. Identification of those individuals that worked on the project that will work on this project;
- h. Project development cost;
- i. Summary of project funding and Proposer's role in raising the capital.

TAB 5 Resiliency

The Project shall be designed with the objective of meeting LEED Gold certification requirements, in accordance with Chapter 133 of the City Code. Provide Proposer's approach for meeting or exceeding the Resiliency Standards set forth in Appendix E.

TAB 6 Financial Capabilities* (SUBMIT IN SEPARATE ENVELOPE)

6.1 Financial Capabilities: Provide the Proposer's most recent annual reviewed/audited financial statement with the auditor's notes. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Also provide financial information for any for any other equity investor included in the proposal, as well as related information concerning the equity investor's track record with similar developments.

6.2 Financial Capacity. Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

* For the City Manager's due diligence. Not to be reviewed by the Evaluation Committee.

4. 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: 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).

SECTION 0400 PROPOSAL EVALUATION

1. **Evaluation Committee.** The City Manager will appoint an Evaluation Committee to assist in the evaluation of each responsive proposal in accordance with the criteria set forth in this section. Regarding matters of responsiveness, the determination of the City Manager and the City Attorney shall be binding. The evaluation of proposals will proceed in a two-step process as indicated in Sub-sections 2 and 3 below. The City, in its sole discretion, may utilize technical or other advisers to assist the Evaluation Committee or the City Manager. The role of the Evaluation Committee is solely to consider proposals and presentations (if applicable) and provide rankings to the City Manager. The results of the Evaluation Committee process shall not constitute an award recommendation. The City Manager shall use the results of the Evaluation Committee process, as well as the considerations outlined in Section 2-369 of the City Code, and any other information the City Manager deems appropriate, to develop his recommendation to the City Commission.

- a. **Sole Proposal.** In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal meets the requirements of the ITN, may, without an Evaluation Committee, make a recommendation to the City Commission for award.

3. **Step 1 Qualitative Evaluation (by the Evaluation Committee).** The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Qualifications	60
Design Team Qualifications	30
Resiliency	10
TOTAL AVAILABLE STEP 1 POINTS	100

4. **Step 2 Evaluation (by Staff).** Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member’s scores by the Procurement Department. Step 1 and 2 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	80
	Step 2 Points	0	0	5
	Total	82	76	85
	Rank	2	3	1
Committee Member 2	Step 1 Points	79	85	74
	Step 2 Points	0	0	5
	Total	79	85	79
	Rank	2	1	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	0	0	5
	Total	80	74	71
	Rank	1	2	3
Low Aggregate Score		5	6	7
Final Ranking*		1	2	3

* The Evaluation Committee shall be advisory only to the City Manager for his due diligence. The Evaluation Committee is not a selection committee. Final ranking resulting from the Evaluation Committee process is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS PARK
WORKFORCE HOUSING PROJECT

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

Solicitation No: 2019-099-KB	Solicitation Title: FOR THE DEVELOPMENT OF A COLLINS PARK WORKFORCE HOUSING PROJECT	
Procurement Contact: Kristy Bada	Tel: 305-673-7490	Email: kristybada@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: 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. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM 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.:		

The City reserves the right to seek 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.

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 submit 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 submit firm's 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. **NOT USED.**

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 2005-3494 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: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

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: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

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: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

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: No additional submittal is required at this time. By virtue of executing this affidavit, 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.

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

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

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.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

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 Proposer'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, and further, no warranty or representation is made by the City or its agents with respect to the timing for such approvals, if any.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made, or with respect to the timing for the requisite approvals, if any award is made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; 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; 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; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications, and the Certification, Questionnaire and Requirements Affidavit are true and accurate.

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

APPENDIX B

MIAMIBEACH

“No Bid” Form

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS
PARK WORKFORCE HOUSING PROJECT

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 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: **Kristy Bada**
PROPOSAL #: **2019-099-KB**
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Concourse Group Collins Park Workforce Housing Study

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS
PARK WORKFORCE HOUSING PROJECT

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

APPENDIX D

MIAMI BEACH

Prevailing Wage and Local Workforce Participation Program

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS
PARK WORKFORCE HOUSING PROJECT

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

The Requirements of the
Prevailing Wage and Local Workforce Participation Programs
shall apply to the award of this project.

The purpose of this appendix is to summarize, for clarity, the requirements of the City's Prevailing Wage and Local Workforce Program Requirements. In the event of any omissions or conflicts, the requirements of the City Code, with respect to these programs, shall prevail.

I. MINIMUM WAGES AND BENEFITS

1. Employee Compensation. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by the contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work as established by the Federal Register last published by the United States Department of Labor prior to the date of issuance of this solicitation. (reference: Sec 31-27).

2. Notice Requirement. On the date on which any laborer or mechanic commences work on a construction contract to which this article applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this article. (reference: Sec 31-29).

3. Certified Payrolls. With each payment application, Contractor shall submit a copy of all payrolls, including (at a minimum) the name and zip code for the covered employee, to the City accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. Beginning, January 30, 2018, all payroll submittals shall be completed electronically via the City's electronic compliance portal, LCP Tracker. No payment application shall be deemed accepted until such time as the Procurement Department has confirmed that a certified payroll for the applicable payment application has been accurately submitted in LCP Tracker.

a. LCP Tracker Training. The Procurement Department offers ongoing training in LCP Tracker to all contractors. To schedule a training session, contact Alian Gonzalez at AlianGonzalez@MiamiBeachFL.gov or at 305-673-7490.

II. LOCAL WORKFORCE PARTICIPATION GOALS

1. Responsible Contractor Affidavit. As a condition of being responsive to the requirements of the solicitation and eligible to be considered for award, the bidder shall submit a Responsible Contractor Affidavit. The Responsible Contractor Affidavit (RCA) is comprised of two (2) forms – RCA-Part A and RCA-Part B. Both forms are required to be submitted with the bid or within 48 business hours of being notified by the Procurement Contracting Officer for the solicitation. Failure to submit the RCA shall result in the bid or proposal being disqualified and deemed non-responsive.

a. Part A – Commitment to Promote Local Workforce Participation. The contractor, and each subcontractor, shall submit RCA-Part A affirming that it will make its best reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The contractor shall also affirm that it will make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To download RCA-Part A affidavit, visit [miamibeachfl.gov/procurement/local workforce](http://miamibeachfl.gov/procurement/local%20workforce).

b. Part B – Position / Employee Data. The contractor, and each sub-contractor shall submit RCA-Part B with the following sections completed:

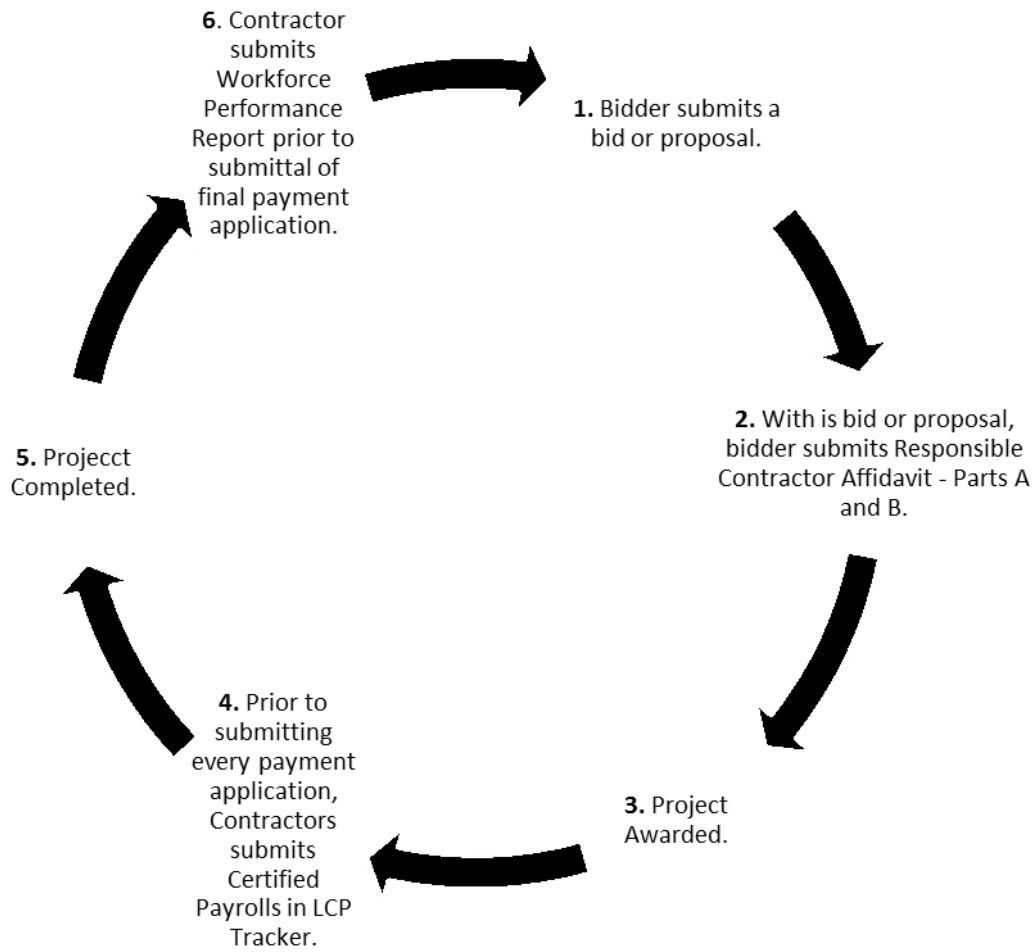
- Section 1 – Indicate the number of positions required to complete the contract work, and the minimum qualification(s) for each position.
- Section 2 – For the positions indicated in Section 1, specify the name, address, and position of each current employee of the contractor or subcontractor.
- Section 3 - For the positions indicated in Section 1, not indicated in Section 2, each contractor or subcontractor shall specify the number of positions, and the minimum qualification(s) for each position, that the contractor or subcontractor shall seek to hire to supplement the current employees listed in Section 2.

To download RCA-Part B form, visit [miamibeachfl.gov/procurement/local workforce](http://miamibeachfl.gov/procurement/local%20workforce).

3. Workforce Performance Report. Before its final application for payment, the contractor shall submit its final Certified Payroll in LCP Tracker, which shall be deemed its final Workforce Performance Report. If the project goal of thirty percent (30%) of all construction labor hours to be performed by Miami-Dade County residents is not met, the Contractor shall submit supporting documentation verifying reasonable efforts to promote employment opportunities for Miami Beach and Miami-Dade County residents. No final payment application may be approved without this information.

III. PROCESS FLOW

The following graphic outlining the major steps of the Prevailing Wage and Local Workforce Participation programs is provided illustrative purposes only.



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**LOCAL WORKFORCE PARTICIPATION PROGRAM
Responsible Contractor Affidavit Form
Part A – Commitment to Promote Local Workforce Participation**

In accordance with Article III, Section 31-40 of the Miami Beach Code, all contractors and subcontractors of any tier performing on a city contract valued in excess of \$1,000,000 for (i) the construction, demolition, alteration and/or repair of city buildings or city public works projects, or (ii) a contract valued in excess of \$1,000,000 which provides for privately-funded construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land, and which are subject to Section 31-40 of the Miami Beach Code shall comply with the requirements of the Local Workforce Participation Program.

The undersigned Contractor affirms that, should it be awarded the contract pursuant to this solicitation, it shall comply with the following:

- i. The contractor will make its best reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents.
- ii. The contractor will also make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To verify workers' residency, contractor(s) shall provide the residence address of each worker.

Print Name of Affiant	Print Title of Affiant	Signature of Affiant
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Name of Firm	Date
--------------	------

Address of Firm	State	Zip Code
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Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____.

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public	Serial Number
----------------------------	---------------

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal
---------------------------------	-----------------	--------------------

LOCAL WORKFORCE PARTICIPATION PROGRAM
Responsible Contractor Affidavit Form
Part B – Commitment to Promote Local Workforce Participation

SECTION 1 – REQUIRED POSITIONS. Specify the total number of positions that will be used by the Contractor (and by all subcontractors) to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, and the number of persons to be utilized in each category.

Name of Contractor/Subcontractor:				
A Trade / Category ¹	B Minimum Qualification(s)	C No. of Positions Required for the Work	D No. of Positions Currently Staffed	E No. of Positions to be Hired
Total:				

SECTION 2 – CURRENT EMPLOYEES. For those positions currently staffed by the contractor or subcontractor (Column D), identify each individual by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's or subcontractor's payroll who reside in Miami Beach and Miami-Dade County.

Employee Name	Address	Trade/Category Performing

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

Signature of Affiant

Print Name

Print Title

Date

APPENDIX E

MIAMI BEACH

Resiliency Standards

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS PARK
WORKFORCE HOUSING PROJECT

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

The City of Miami Beach requires all new construction over 7,000 square feet or ground floor additions to existing structures that encompass over 10,000 square feet of additional floor area to be LEED Gold Certified or have Living Building Challenge certification.

The City's goal is to design, build, and operate a new generation of efficient, environmentally responsible, healthy and resilient buildings, as well as to reduce the City's greenhouse gas emissions. The practice of green building can have a significant impact on reducing energy, water, natural resource consumption, GHG emissions and improve our citizens' and visitors' well-being through improved indoor air quality and comfort.

A resilient building should incorporate the following elements:

- Increase energy efficiency in buildings and reduce greenhouse gas production and emissions;
- Encourage water and resource conservation;
- Reduce waste generated by construction projects;
- Reduce long-term building operating and maintenance costs;
- Improve indoor air quality and occupant health;
- Maximize the use of green and blue infrastructure to treat, retain, and manage stormwater;
- Utilize native vegetation and trees to maximize natural infrastructure throughout the site;
- Consider the stresses of climate change, including but not limited to extreme heat and frequency and severity of storms when designing for function and form;
- Utilize the South Florida Climate Change Compacts Unified Sea Level Rise Projection when considering elevations of the site;
- Utilize public art and placemaking opportunities to enhance the resiliency of the site;
- Placemaking should incorporate business and marketing opportunities; community aesthetics, cultural identity, and cohesion; and serve to brand the City of Miami Beach as a resilient City.
- Encourage sound urban planning principles

Resiliency design principles should be incorporated into the design and construction of Convention Center Hotel. These include:

- Robust design is well-conceived, constructed and managed and includes making provision to ensure failure is predictable, safe, and not disproportionate to the cause. For example, protective infrastructure that is robust will not fail catastrophically when design thresholds are exceeded.
- Redundancy: refers to spare capacity purposively created to accommodate disruption due to extreme pressures, surges in demand or an external event. It includes diversity where there are multiple ways to achieve a given need.
- Flexibility: refers to the willingness and ability to adopt alternative strategies in response to changing circumstances or sudden crises. Systems can be made more flexible through introducing new technologies or knowledge, including recognizing traditional practices.

- Integrated: processes bring together systems and institutions and can also catalyze additional benefits as resources are shared and actors are enabled to work together to achieve greater ends.

The successful proposer will be familiar with the work of the Southeast Florida Regional Climate Compact <http://www.southeastfloridaclimatecompact.org/> and the 100 Resilient Cities (100 RC) Greater Miami and the Beach partnership to develop a Resilience Strategy for the greater Miami community <http://resilient305.com/>. 100RC defines urban resilience as “the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of chronic stresses and acute shocks they experience.”

Building urban resilience requires looking at a city holistically: understanding the systems that make up the city and the interdependencies and risks they may face. By strengthening the underlying fabric of a city and better understanding the potential shocks and stresses it may face, a city can improve its development trajectory and the well-being of its citizens.

Chronic stresses are slow moving disasters that weaken the fabric of a city. They include, like overtaxed or inefficient public transportation system. On the other hand, acute shocks are sudden, sharp events that threaten a city, like floods or terrorist attacks for example.

Resilient design is therefore the intentional design of buildings, landscapes, communities, and regions in order to respond to natural and manmade disasters and disturbances—as well as long-term changes resulting from climate change—including sea level rise, increased frequency of heat waves, and drought.

APPENDIX F

MIAMI BEACH

Site Diagram/Survey

2019-099-KB
FOR THE DEVELOPMENT OF THE COLLINS PARK
WORKFORCE HOUSING PROJECT

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

