



## **REQUEST FOR PROPOSAL**

**RFP # 46-10-11**

### **Property Management Services for Vacant Commercial Property**

**RESPONSES ARE DUE NO LATER THAN**

**Tuesday, May 10, 2011 at 3:00 PM (Local Time)**

**AT**

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

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this RFP Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document # 46-10-11

Contact Person: Ruby C. Johnson

Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 891-1015



The City of North Miami, Florida (the City) is seeking proposals from experienced commercial property managers to provide property management services for 188 acres of vacant land (previously a municipal landfill site) located on Biscayne Blvd from NW 137th to NW 151st Streets in North Miami, FL.

### **PROPOSAL SUBMISSION**

Please submit an original proposal, three (3) copies and one (1) CD in response to this Request for Proposal (RFP). Proposals are to be submitted in a sealed envelope bearing the name of the Proposer and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, May 10, 2011** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Proposals received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark proposals:

### **RFP 46-10-11** **Property Management Services** **(Biscayne Landing)**

The City's tentative schedule for this Request for Proposal is as follows:

<b>Issue Date:</b>	<b>May 2, 2011</b>
<b>Opening of Proposals:</b>	<b>May 10, 2011</b>
<b>Pre Proposal Conference:</b>	<b>N / A</b>
<b>Cut- off Date for Questions:</b>	<b>May 6, 2011</b>
<b>Proposal Review:</b>	<b>May 10 – 11, 2011</b>
<b>Interviews (if necessary):</b>	<b>TBD</b>

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

Copies of this RFP Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 46-10-11 or may be purchased for a non-refundable fee of \$10.00 from the Purchasing Department.

### **FOR INFORMATION**

For information on this Request for Proposal, contact the Purchasing Department, (305) 893-6511 ext. 12131.

### **ACCEPTANCE AND REJECTIONS**

The City of North Miami reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that IFB's / RFQ's / RFP's are issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions of the Proposal(s).

We look forward to your active participation in this solicitation.

Sincerely,

*Ruby C. Johnson*

Ruby C. Johnson, CPPO  
Purchasing Director

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### Vendor Contact Information Form

Form A-1	Public Entity Crimes Affidavit
Form A-2	Certificate of Authority (Complete Applicable Form)
Form A-3	Local Vendor Preference
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Subcontractors & Suppliers

All of our forms can now be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your proposal documents signed and notarized as required. Emailed forms will not be accepted.

## **Section 1.0**

### **General Guidelines and Information**

#### **1.1 DEFINITION**

- a) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- b) "City." The City of North Miami.
- c) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the contractor or consultant.
- f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.

#### **1.2 CITY OVERVIEW**

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer,

planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

#### **1.3 INVITATION**

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

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

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

#### **1.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST**

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

not incur any liability to the Respondent for any work or materials furnished.

#### **1.6 LOBBYING**

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

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

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for

default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

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

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **1.9 ORAL REPRESENTATION**

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

#### **1.10 ADDENDA**

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the**

corresponding document number. All addenda placed on the Demand Star can be down loaded.

#### **1.11 CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

#### **1.12 BID PROTEST**

If a Respondent desires to protest any provision of the solicitation documents a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids or receipts of Proposals. A written protest is filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of Respondent's right to file a protest

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

#### **1.13 CONTRACT**

The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

#### **1.14 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

#### **1.15 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### **1.16 RESPONSE SUBMISSION AND OPENING**

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

#### **1.17 ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

#### **1.18 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City,

and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

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

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

#### **1.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

#### **1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral

presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

#### **1.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

#### **1.23 CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into contract Negotiation.

#### **1.24 CONTRACT AWARD**

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **1.25 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of

silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

#### **1.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

#### **1.27 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City.

Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **1.28 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

#### **1.29 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

**1.30 LOCAL PREFERENCE / 10% TOTAL  
WORKFORCE CONSISTING OF NORTH  
MIAMI RESIDENTS**

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be

used for the purpose of establishing said physical address; or

- c) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services.

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. **(See Form A-3)**

**1.31 RULES, REGULATED AND LICENSING  
REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

**END OF SECTION 1**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this RFP is to solicit proposals to select a property management company experienced with commercial environmentally challenged sites to manage the vacant site located on Biscayne Blvd between NW 137 and 151<sup>th</sup> Street.

The intent of the City is to select one (1) company to provide the desired professional services.

### **2.2 QUALIFICATION AND EXPERIENCE**

To be eligible to respond to the RFP, the Proposer must demonstrate the following:

1. The Proposer must demonstrate previous work experience performing commercial property management services;
2. The Proposer must demonstrate previous experience with managing environmentally constrained sites;
3. The selected Property Management Company cannot be a current contractor performing services on the site.

### **2.3 CONTRACT TERM**

The contract will be for four (4) months and subsequently on a month by month basis.

### **2.4 PROPOSAL INSTRUCTIONS**

#### **Proposer's Response to RFP**

One (1) original binder, three (3) copies and (1) digital copy in the form of compact disk (CD) of the Proposer's response to this RFP shall be submitted no later than **3:00 pm (EST) on Tuesday, May 10, 2011**. Digital copies must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses. The digital copy must be PDF or Word format. Please provide thumbnails for each section. Proposals received after the day and time will be returned to the Proposer unopened and deemed as non-responsive.

Proposals are to be labeled and delivered to:

City of North Miami  
Office of the City Clerk  
776 N 125<sup>th</sup> Street  
North Miami, FL 33161

**RFP 46-10-11  
Property Management Services  
(Biscayne Landing)**

## **2.5 CONTACTS WITH THE CITY PERSONNEL**

Questions concerning this RFP must be directed in writing, by email or fax, to Ruby C. Johnson at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) or by Fax at (305) 891-1015 and to no other person or department at the City.

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

## **2.6 PROPOSAL CONDITIONS**

### **2.6.1 The City Options**

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

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

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

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

### **2.6.2 Rules, Regulations, and Requirements**

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

### **2.6.3 Change of Proposal**

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

### **2.6.4 Withdrawal of Proposal**

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the proposal opening, to provide the proposed services.

### **2.6.5 Modifications of Proposal**

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

### 2.6.6 Insurance Requirements

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements:

Prior to the execution of this Agreement, the Property Manager shall submit certificate(s) of insurance evidencing the required coverage:

1. Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability - \$1,000,000 limit
2. General Liability –preferably written on an occurrence form, with minimum limits of \$1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations
3. Automobile Liability - minimum split limits of \$100,000/300,000 for bodily injury & \$100,000 for property Damage
4. Professional Liability \$1,000,000 minimum limit
5. Umbrella liability policy with minimum limits of \$2,000,000. The City shall be included as an additional insured under general liability, umbrella, and automobile liability policies.

Property Manager shall not commence work under this Agreement until after Property Manager has obtained all of the minimum insurance described by the City's Risk Manager. Property Manager shall not permit any Subcontractor to begin any work on City Property until Subcontractor's minimum insurance coverage is obtained and approved.

### 2.6.7 Evaluation Procedures

The Proposer shall provide **one (1) original binder, three (3) copies and one (1) digital copy in the form of compact disk (CD)** of the Proposer's response to the RFP and shall be submitted no later than **3:00 pm (EST) on Tuesday, November 9, 2010. Digital copy must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses.** Proposals received after that day and time will be returned to the Proposer unopened and deemed as non-responsive. Proposals are to be labeled and delivered to:

City of North Miami  
Office of the City Clerk  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

### **RFP 46-10-11 Property Management Services (Biscayne Landing)**

Packages must be received no later than 3:00PM local time.

## **2.7 VENDOR REGISTRATION**

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms its knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the city's procurement ordinance at [www.northmiamifl.gov/purchasing](http://www.northmiamifl.gov/purchasing)

**END OF SECTION 2**

## **SECTION 3.0 SCOPE OF WORK**

### **3.1 BACKGROUND**

The City of North Miami has assumed ownership of the coveted undeveloped land tract which is now known as Biscayne Landing. Biscayne Landing is a 184 acre site located east of Biscayne Blvd from NW 137th to NW 151st Streets. Request for Proposals to either purchase or lease the property is forthcoming. Until the land deal is completed, the City is seeking to engage an onsite property manger to manage and oversee the day to day activities.

### **3.2 SCOPE OF SERVICES**

An onsite sales center is located on the site for the awarded property manager to utilize. The property manager will be required to work a minimum of five days a week for eight hours a day to provide subcontractors with access to enter an exit the site.

Six (6) contractors are currently on the site performing professional services as follows:

- |  |                                      |
|--|--------------------------------------|
| 1. ES Consultants                      | Ground Water Testing and Gas Testing |
| 2. Mitigating Circumstances, Inc.      | Wetland Maintenance                  |
| 3. Quest Controls                      | Electronic Gas Monitoring            |
| 4. Country Bill's Lawn Maintenance     | Mowing and Erosion Control           |
| 5. Bryant Security Corp.               | On-site Security                     |
| 6. National Construction Rentals, Inc. | Perimeter Fence Rental & Maintenance |

The Property manager will be responsible for the oversight and reporting requirements of these contractors along with oversight of standard utility services i.e electricity, phone, water etc.

Additional responsibilities will include the following:

- Review all subcontractor invoices and submit to the City for payment
- Monitor and approve all site access
- Escort potential bidders approved by the City of North Miami
- Manage all 3rd party contractors that provide services to the Biscayne Landing property (listed above)
- Maintain all records, monitoring reports and on site materials
- Maintain compliance requirements from all regulatory agencies and permits
- Escort all regulatory inspectors during property inspections and notify the City of all recommended deficiencies by said regulatory agencies
- Inspect and maintain Biscayne Landing Blvd

- Inspect and Monitor all protected wetlands, mangroves and Bessemer Tract properties
- Inspect and monitor all bodies of water on the property (8 lakes)
- Inspect and maintain all buildings on property. (Sales Center, Sales Model and the Administration Compound)
- Provide weekly Landfill Gas (LFG) monitoring with GEM-2000 Gas Analyzer to all occupied structures on site
- Provide monthly LFG monitoring with GEM-2000 of all LFG monitoring wells on site. (114 LFG Wells)
- On call 24/7 and 365 days a year for all emergency responses to the property
- Perform monthly fire hydrant testing and cleaning
- Handle all complaints made about the property
- Inspect and maintain all SWPPP controls and reports (State Storm Water and Erosion Control Inspector Certification)

#### **Daily Activities**

- Property Inspections
- Fence Maintenance & Inspections
- Storm Water Management and Inspections
- Wetland, Mangrove and Bessemer Tract Inspections
- Management of Bryant Security Contracted Services
- Install, Maintain and Monitor all Security Cameras, DVR's and Multi Channel Receivers.
- Maintain and inspect all structures (Sales Center, Sales Model, and Administration Compound)
- Maintain MSDS Sheets for all materials on site

#### **Weekly Activities**

- Monitor all Landfill Gas (LFG) sensors in Administration Compound, Sales Center and Sales Model buildings. (GEM-2000 Gas Analyzer)
- Monitor GP-5, GP-5 North and GP-5South LFG monitoring wells
- Monitor and inspect all surface water wells for operating condition and evacuate all foreign matter. (2-Guardian 1500 Well evacuators, 2-Guardian Air Scrubbers)

- Maintain all GPS points of all 240 wells on site and 42 wells located in the Wetland areas. (Garmin Venture HC GPS)
- Log and File SWPPP report every seven days or after ½" of rainfall on site.
- Inspect and maintain the Wetland Dyke roads and Fire Breaks.

### **Monthly Activities**

- Monitor and submit "DERM Monthly Operating Report" to comply with the Resource and Recovery Permit
- Schedule and escort all DERM, SFWMD, WASD, EPA, FDEP, SWPPP and OSHA inspectors and complete monthly inspection logs
- Maintain and submit weekly and monthly performance reports to the City of North Miami (City Manager)
- Manage all permit requirements and notifications of all required inspections by said permits
- Handle all emergency issues on site as well as interaction with the responding agency. (Fire Department, Police Department, DEA, Homeland Security and the City of North Miami)
- Inspect and maintain all areas over utility corridors and live gas lines

### **Third Party Contractors**

- Inspect all equipment and operators for proper licenses, certifications from all 3rd party contractors.
- Monitor all activities for compliance and safety while being performed on site.
- Provide all jobsite safety orientations to new contractors or new employees of existing contractors as needed.
- Maintain the site specific jobsite Safety Manual and Emergency Response Plan
- Maintain all MSDS sheets for materials brought on site
- First response to unknown hazards found on site

## **3.5 DELIVERABLES**

Written reports will be required and may include but not necessarily be limited to weekly and monthly reports and updates to City staff detailing status of issues and a suggested action plans.

## **END OF SECTION 3**

## **SECTION 4.0**

### **PROPOSAL FORMAT**

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. CD's and DVD's must be in adobe or Word format. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. CD or DVD (must be clearly labeled with Company Name, Proposal No. & Title)

The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

#### **4.1 MANDATORY SUBMITTAL REQUIREMENTS**

##### **LABEL EACH SECTION AS NUMBERED**

##### **1. Proposal Contact Information Form**

Utilize Attachment 1 - Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

##### **2. Table of Contents**

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

##### **3. Letter of Introduction**

Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

##### **4. Qualifications (30 Points)**

- a) Specifically address the qualification requirements indicated in Section 2.2. – Provide copies of any relevant licenses or certifications.
- b) Provide previous related experience described in Section 3.0. (Previous experience should include work performed within the last five (5) years and no more than five (5) different projects).

**5. Knowledge of Site (30 Points)**

Provide a summary of the Proposers' knowledge of the Biscayne Landing Site and the Proposers' understanding of the needs of the City.

**6. Local Business Preference / 10% Total Workforce Residing in the City of North Miami (10 Points)**

The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize **Forms A-3 / Local Vendor Preference.**

A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased or;
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
- c) A business has at least ten percent (10%) of its total workforce residing in the City prior to the city's issuance of the solicitation for supplies or services.
- d) The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (*Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent*)

**7. Fee Compensation (30 points)**

The proposed fees shall be a monthly flat fee and the proposer shall detail all costs. Price proposal shall be indicated as follows:

**COST TO THE CITY:**

MONTHLY FIRM, FIXED TOTAL COST NOT TO EXCEED \$ \_\_\_\_\_  
(To be paid on a monthly basis)

**8. Contract Forms**

All contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Vendor Contact Information Form

Form A-1

Public Entity Crimes Affidavit

Form A-2	Certificate of Authority (Complete Applicable Form)
Form A-3	Local Vendor Preference (if applicable)
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Subcontractors & Suppliers

All of our forms can now be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. Emailed forms will not be accepted.

#### 4.2 EVALUATION / SELECTION PROCESS

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all Proposers. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the committee prior to evaluation. The Committee's initial evaluation of Proposers shall be on the basis of the specific project needs and the professional services offered by the Proposer as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

Criteria will be scored on a scale of “0” to “100” with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 300. Scoring proposals is based on a point total per evaluator and not a percentage

1. Proposer's qualifications and experience in providing the services described in this solicitation	30
2. Knowledge of the site and understanding of the City's needs	30
3. Local Preference	10
4. Price Evaluation – Firm Fixed Monthly Fee	<u>30</u>
<b>TOTAL POINTS</b>	<b>100</b>

#### END OF SECTION 4



**CITY OF NORTH MIAMI**

**PROPOSAL CONTACT PERSON INFORMATION**

**RFP 46-10-11**

**Property Management Services**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) \_\_\_\_\_

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSONS NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_