

REQUEST FOR PROPOSALS (RFP)

RFP NO. 14-11/12

FOR A PUBLIC-PRIVATE DEVELOPMENT IN MIAMI BEACH ON NORTH LINCOLN LANE, BETWEEN ALTON ROAD AND MERIDIAN AVENUE, INCLUDING CITY-OWNED PARKING LOT #25 ON 17TH STREET AND LENOX AVENUE, PARKING LOT #26 ON NORTH LINCOLN LANE, BETWEEN LENOX AVENUE AND MICHIGAN AVENUE, AND PARKING LOT #27 ON NORTH LINCOLN LANE BETWEEN JEFFERSON AVENUE AND MERIDIAN AVENUE.

PROPOSAL DUE DATE: MARCH 23, 2012 AT 3:00 P.M.

CONTACT PERSON:

GUS LOPEZ, CPPO, PROCUREMENT DIRECTOR
CITY HALL
PROCUREMENT DIVISION, 3RD Floor
1700 Convention Center Drive Miami Beach, FL 33139

Phone: 305.673.7490
Fax: 786.394.4007
E-mail: guslopez@miamibeachfl.gov



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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4007

PUBLIC NOTICE

Request for Proposals No. 14-11/12

FOR A PUBLIC-PRIVATE DEVELOPMENT IN MIAMI BEACH ON NORTH LINCOLN LANE, BETWEEN ALTON ROAD AND MERIDIAN AVENUE, INCLUDING CITY-OWNED PARKING LOT #25 ON 17TH STREET AND LENOX AVENUE; PARKING LOT #26 ON NORTH LINCOLN LANE, BETWEEN LENOX AVENUE AND MICHIGAN AVENUE; AND PARKING LOT #27 ON NORTH LINCOLN LANE, BETWEEN JEFFERSON AVENUE AND MERIDIAN AVENUE (THE "RFP").

The Lincoln Road area continues to be a growing concentration of retail, restaurant, and business activity in the City. As the demand for space on Lincoln Road itself continues to increase, lease rates have also increased significantly, resulting in some retailers potentially being "priced-out" of Lincoln Road. This dynamic has lead several property owners to propose opportunities to accommodate potentially displaced retailers on a newly developed North Lincoln Lane location, at competitive lease rates.

The City seeks Proposals from development teams which have a proven experience in public-private developments, and have the financial resources and professional expertise to deliver the highest quality and economically feasible project(s). In assembling a site (or sites) for possible public-private development opportunities, Proposers may consider privately owned properties on North Lincoln Lane, and/or one or more of the following City-owned parcels, to include as part of the proposed development (See also Site Map on page 14 of the RFP):

- A. Parking Lot #25, located on the southwest corner of 17th Street and Lenox Avenue, (37,500 square feet and currently with 86 parking spaces);
- B. Parking Lot #26, located on North Lincoln Lane, between Lenox Avenue and Michigan Avenue, (41,600 square feet and currently with 107 parking spaces); and
- C. Parking Lot #27, located on North Lincoln Lane, between Jefferson Avenue and Meridian Avenue, (54,000 square feet and currently with 144 parking spaces).

Proposers are advised that the City-owned parcels referenced in Subsections (A) – (C) above are subject to Section 1.63 (b)(2) of the Miami Beach Charter, inasmuch as any sale, exchange, conveyance or lease of ten (10) years or longer of any or all of such properties by the City shall also required approval by a majority vote of residents in a City-wide referendum.

Sealed proposals will be received until **3:00 PM on March 23, 2012** at the following address:

**City of Miami Beach
City Hall
Procurement Division - Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON MARCH 23, 2012, WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

A Pre-Proposal Submission Meeting is scheduled for **February 9, 2012 at 10:00 A.M.** at the following address:

**City Hall – Fourth Floor
City Manager’s Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139**

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

- (1) Dial the TELEPHONE NUMBER: 1-877-953-3061 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 8982915#

Proposers who are interested in participating via telephone, please send an e-mail to guslopez@miamibeachfl.gov expressing your intent to participate via telephone at least one business day in advance of the meeting.

The City also utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website:

http://www.govbids.com/scripts/panhandle/public/home1.asp?utm_medium=referral&utm_source=MIA28FL&utm_campaign=web_site.

If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

The City also provides bid information on its website, please visit <http://web.miamibeachfl.gov/procurement>.

PROPOSERS ARE HEREBY ADVISED THAT THIS RFP IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE:

<http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS - ORDINANCE NO. 2003-3389.
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS – ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES – ORDINANCE NO. 2011-3748.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.

Any questions or requests for clarifications concerning this RFP **shall be submitted in writing (or by e-mail)** to the following address: guslopez@miamibeachfl.gov; with copies also submitted to the City Clerk: robertparcher@miamibeachfl.gov.

All questions or requests for clarifications must be received no later than **five (5) calendar days** prior to the scheduled RFP submission date.

All responses to questions/clarifications will be sent to Proposers in the form of a written addendum.

This RFP is not to be construed as an offer by the City of Miami Beach. Developers interested in pursuing this development opportunity are urged to make such investigations and evaluations as they deem advisable, and to reach independent conclusions concerning statements made in this RFP and any Addendum or Addenda issued pursuant thereto.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY PROPOSAL, OR REJECT ANY AND/OR ALL PROPOSALS.

Sincerely,



Gus Lopez, CPPO
Procurement Director



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

PROCUREMENT Division
Tel: 305.673.7490 Fax: 786.394.4007

RFP No. 14-11/12

NOTICE TO PROSPECTIVE PROPOSERS

If not submitting a Proposal at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Not responding due to workload issues
- Not responding due to minimum qualifications requirements
- Not responding due to scope of services
- Not responding due to project's size and/or complexity
- OTHER. (Please specify) _____

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

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by not submitting a proposal or this completed form, may result in your company being removed from the City's bid list.



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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786.394.4007

TABLE OF CONTENTS

	<u>PAGE</u>
I. OVERVIEW AND PROPOSAL PROCEDURES	7-12
II. BACKGROUND AND PROJECT OBJECTIVES	13
III. SITE DESCRIPTION AND SITE MAP	13-14
IV. MINIMUM SUBMISSION REQUIREMENTS	15-17
V. EVALUATION/SELECTION PROCESS/ CRITERIA FOR EVALUATION	17-18
VI. SPECIAL TERMS AND CONDITIONS- INSURANCE	19-20
VII. PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY WITH PROPOSAL SUBMISSION	21-43
<ul style="list-style-type: none"> - All items outlined as required under Proposal Format (Section III) And Scope of Services/Specifications (Section II) - Signed Insurance Checklist - Proposer Information - Acknowledgment of Addenda - Declaration - Sworn Statement/Section 287.133(3) (a), Florida Statutes - Public Entity Crimes - Questionnaire - Equal Benefits Guide and forms to be submitted - Acknowledgment Letter - Disclosure and Disclaimer 	
VIII. DOCUMENTS TO BE COMPLETED BY CUSTOMERS OF THE RESPONDENTS	
<ul style="list-style-type: none"> - Performance Evaluation Letters - Performance Evaluation Survey 	44 45

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES:

A. INTRODUCTION / BACKGROUND

At the July 16, 1997 City Commission meeting, the City Commission approved the issuance of the \$21 Million Parking Revenue Bonds, which included funding for the following parking projects:

1. acquisition of land for, and construction of, a new parking garage in the Collins Park / Cultural Campus area;
2. acquisition of land for a surface parking lot and/or new parking garage in the area between Lincoln Road and 18th Street, between Collins Avenue and Washington Avenue;
3. expansion, renovation, improvement, and/or repair of various parking garages in the City;
4. renovation, improvement, and/or repair of various surface parking lots in the City; and
5. replacement of parking meter mechanisms with electronic meters.

Over the years, some of the above referenced parking projects have been completed. Currently, the City owns several surface parking lots through which a private-public partnership can improve and optimize the use of the City land to provide not only needed parking spaces, but generate economic development that will further benefit the City.

In the past year, property owners in and around Lincoln Road have approached the City Administration with various proposals to improve their properties facing North Lincoln Lane. Many of these proposals include some variation of City participation.

At the October 26, 2011, Land Use and Development Committee meeting, the Committee recommended that the City Commission consider the issuance of a Request for Proposals (RFP) for a public/private development on North Lincoln Lane. At the December 14, 2011, City Commission Meeting, the City Commission accepted the Committee's recommendation, and authorized the issuance of this RFP.

B. RFP TIMETABLE

The **anticipated schedule** for this RFP is as follows:

Pre-proposal submission meeting	February 9, 2012
Deadline for receipt of questions	March 16, 2012, at 5:00 p.m.
Deadline for receipt of Proposals	March 23, 2012, at 3:00 p.m.
Evaluation Committee review	April 2012
Commission approval authorizing negotiations	June 6, 2012
Contract negotiations	June/July 2012

C. PROPOSALS SUBMISSION

An original and ten (10) copies of complete Proposals, plus a CD, must be received **no later than 3:00 p.m. on March 23, 2012**, at the following address:

**City of Miami Beach
City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

The original and all copies, plus the CD, must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Proposer's name, address, and RFP number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.

ANY PROPOSAL RECEIVED AFTER 3:00 P.M. ON MARCH 23, 2012 WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFP DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

D. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting is scheduled for **Thursday, February 9, 2012 at 10:00 AM** at the following address:

**City of Miami Beach
City Hall – 4th Floor
City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139**

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

- (1) Dial the TELEPHONE NUMBER: 1-877-953-3061 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 8982915#

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

E. CONTACT PERSON/ADDITIONAL INFORMATION/ADDENDA

The contact person for this RFP is Gus Lopez, Procurement Director, who may be reached by phone at 305-673-7490; fax at 786-394-4002; or e-mail at guslopez@miamibeachfl.gov. Oral communications between a Proposer, bidder, lobbyist, and/or consultant and the Procurement Director are **limited to matters of process or procedure**.

Requests for additional information or requests for clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to guslopez@miamibeachfl.gov, with a copy to the City Clerk's Office at RobertParcher@miamibeachfl.gov, no later than the date specified in the RFP timetable.

The Procurement Director will issue replies to inquiries and any other corrections or amendments, as he deems necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a Proposal that all addenda have been received.**

PURSUANT TO THE CITY'S CONE OF SILENCE ORDINANCE, AS CODIFIED IN SECTION 2-486 OF THE CITY CODE, PROPOSERS ARE ADVISED THAT ORAL COMMUNICATIONS BETWEEN THE PROPOSER, OR THEIR REPRESENTATIVES AND 1) THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF; OR 2) MEMBERS OF THE CITY'S ADMINISTRATIVE STAFF (INCLUDING BUT NOT LIMITED TO THE CITY MANAGER AND HIS STAFF); OR 3) EVALUATION COMMITTEE MEMBERS, IS PROHIBITED.

F. 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.

G. RFP POSTPONEMENT/CANCELLATION/REJECTION

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

H. 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.

I. EXCEPTIONS TO RFP

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, 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 RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

J. FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection after opening of Proposals, in compliance with Florida Public Records Law including, without limitation, Chapter 119, Florida Statutes.

K. NEGOTIATIONS

The City reserves the right to enter into further negotiations with the selected Proposer(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the City; and executed by the parties.

L. PROTEST PROCEDURE

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 (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protests not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

M. 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 RFP (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.

N. DEFAULT

Failure or refusal of the successful Proposer(s) to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer(s) from the City's vendor list.

O. 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.

P. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, 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.

Q. 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.

R. 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

S. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFP 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 Proposals, in the event of such non-compliance.

T. CONE OF SILENCE

This RFP 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 Proposal voidable, in the event of such non-compliance.

U. DEBARMENT ORDINANCE

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Debarment Ordinance (as adopted pursuant to Ordinance No. 200-3234, and as codified in Sections 2-397 through 2-406 of the City Code).

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

This RFP 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 Proposals, in the event of such non-compliance.

W. 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 Division with its bid/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.

X. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five 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 305-673-7631.

Y. 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.

SECTION II -- BACKGROUND AND PROJECT OBJECTIVES

The Lincoln Road area continues to be a growing concentration of retail, restaurant, and business activity in the City. As the demand for space on Lincoln Road itself continues to increase, lease rates also have increased significantly, resulting in some retailers potentially being “priced-out” of Lincoln Road. This dynamic has lead several property owners to propose opportunities to accommodate potentially displaced retailers on a newly developed North Lincoln Lane location, at competitive lease rates.

The City seeks Proposals for high quality public-private development(s) in Miami Beach, on North Lincoln Lane, between Alton Road and Meridian Avenue. The proposed development should ideally enhance and reinforce the vibrancy of Lincoln Road; improve connectivity; enhance/create a public amenity; and include retail or other commercial uses, with appropriate parking. Proposals must replace all existing public parking spaces that are displaced by the Proposal. Replacement of the existing public parking spaces will not be considered excess parking and will not be counted against FAR calculation. Care also should be given to the streetscape improvements, including pavement surfaces, sidewalk treatment, landscaping, and lighting. In addition, preference will be given to those proposals that maximize the economic benefits to the City.

Proposers should have proven experience in comparable developments, and have the financial resources and professional expertise to deliver the highest quality and economically feasible projects that meet the objectives outlined in this RFP.

Proposers are also hereby advised that, should their Proposals contemplate the use of any or all of the City-owned parcels referenced in page 2 and the following Section III of the RFP, pursuant to Section 1.03(b)(2) of the Miami Beach City Charter, any sale, exchange, conveyance or lease of ten (10) years or longer of any or all of such properties by the City shall also required approval by a majority vote of residents in a City-wide referendum.

SECTION III – SITE DESCRIPTION

Proposers may consider privately owned properties on North Lincoln Lane, and/or one or more of the following City-owned parcels to include as part of the proposed development in their Proposals (See also Site Map on page 14 of the RFP).

- A. Parking Lot #25 located on the southwest corner of 17th Street and Lenox Avenue
 - a. 37,500 square feet
 - b. 86 parking spaces currently
 - c. 2.25 FAR, 80' maximum height;

- B. Parking Lot #26 located on North Lincoln Lane, between Lenox Avenue and Michigan Avenue
 - a. 41,600 square feet
 - b. 107 parking spaces currently
 - c. 2.25 FAR, 75' maximum height; and

- C. Parking Lot #27 located on North Lincoln Lane, between Jefferson Avenue and Meridian Avenue
 - a. 54,000 square feet
 - b. 144 parking spaces currently
 - c. 2.75 FAR, 75' maximum height.

SITE MAP



SECTION IV – MINIMUM SUBMISSION REQUIREMENTS

Each Proposal shall include, at a minimum, the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the omitted documentation within five (5) calendar days upon request from the City, or the Proposal may be deemed non-responsive.

1. Table of Contents:

Outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

- a) Introduction letter outlining the Proposer's professional specialization, and providing past experience to support the qualifications of the Proposer.
- b) Business Profile and Legal Structure. Proposers must complete the Questionnaire contained in this RFP, as well provide the following information:
 - 1) Brief history of proposing business entity, including date the entity was established under the current name;
 - 2) List all services provided by the proposing entity; and
 - 3) If proposing entity has more than one office, identify which office will be managing this contract.
- c) References: List at least five (5) development partners (preferably RFP partners), and include their contact name, title, company, address, telephone number, e-mail address, fax number. Please ensure that the information provided is current. Include a list of the five (5) most relevant or comparable development projects completed by the proposing entity or by associated proposal team members during the past five (5) years. For each project provided, please provide a narrative that includes:
 - 1) the assigned project personnel;
 - 2) scope of development project;
 - 3) dollar value of the project;
 - 4) the contracting entity's contact person, e-mail address, cell number, and telephone number;
 - 5) summary of how proposing entity or team member(s) delivered services; and
 - 6) terms of project agreement.
- d) Qualifications of Proposer/ Associated Proposal Team Members/ Management Team and Key Personnel: Outline in detail the experience and qualifications of the proposing entity and all associated Proposal team members; the Proposer's management team; and key personnel; with emphasis on providing experience and qualifications on (and as to) similar projects as the one contemplated in this RFP.
 - 1) Provide an organizational chart of Proposer's management team to be used on this development project, and their qualifications. A current resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project.
 - 2) Provide the particulars of recent relevant development projects.

- 3) Provide a list of all development projects for the last five (5) years.
 - 4) Include the dollar value, summary of the project, contract terms, owner's contact person, e-mail address, cell number and telephone number.
 - 5) Provide examples of public private partnerships (PPP) that the proposing entity or associated Proposal team members has/have participated in developing, coordinating, or managing, etc., including the role the entity/team members played in the PPP.
 - 6) Provide proposing entity's capacity and financial wherewithal, in the form of audited financial statements, as well as ability to secure the financing to carry out the proposed development project, including the source of equity and construction financing.
- e) Past Performance Client Survey Information: Past performance information will be collected on all Proposers. Proposers are required to identify and submit their best projects. Proposers will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 44 and 45, and request that your client submit the completed survey to to Gus Lopez, at (Fax) 786-394-4007 or (e-mail) guslopez@miamibeachfl.gov. Proposers are responsible for making sure their clients return the Performance Evaluation Surveys to the City.

Proposers are solely responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify any information submitted throughout this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitiation, and other independent confirmation of data.

THE CITY WILL NOT ACCEPT CLIENT SURVEYS SENT TO THE PROCUREMENT DIVISION FROM THE OFFICE OF THE PROPOSER. IN ORDER TO BE CONSIDERED, SURVEYS MUST BE SENT TO THE PROCUREMENT DIVISION DIRECTLY FROM YOUR CLIENT'S OFFICE(S).

f) Project Summary

The Proposer should specifically describe its methodology and approach, as it relates to the requirements and functionalities of the project contemplated in this RFP and, at a minimum, include the following:

- 1) discuss your understanding of the project scope and objectives;
- 2) discuss your approach to the project, with specific references to fulfilling the goals and objectives of the RFP and addressing the City's needs and concerns; and
- 3) describe your proposed project (i.e., retail, commercial, mix-use, etc.);
- 4) describe if your proposal involves privately-owned properties, as well as any or all of the City owned parcels identified in this RFP (See also subsection 10 herein)
- 5) provide proposed schedule (timing) for project execution.
- 6) provide development schematics, site plan, elevations;
- 7) describe how your proposal will maximize the economic return to the City;

- 8) describe the proposed financing for the project, and the Proposer's financial capacity to undertake the project;
 - 9) in addition to direct economic return to the City, discuss other proposed economic and community benefits to the City; and
 - 10) identify any public participation being requested including, without limitation, the use of any or all of the City parcels referenced in this RFP, and how they would be integrated into, or made a part of, the proposed project.
3. Proposers shall submit any other such supporting documentation as they deem necessary to demonstrate their capability to provide and implement the project as outlined in this RFP.
 4. Acknowledgment of Addenda: (IF REQUIRED BY ADDENDUM) and Proposer Information forms.
 5. Acknowledgment Letter and Disclosure and Disclaimer
 6. Any other documents required by this RFP.

The City reserves the right, in its sole discretion, to request additional information from Proposers following review of the initial Proposal submissions.

SECTION V – EVALUATION / SELECTION PROCESS

The procedure for response, evaluation and selection will be as follows:

1. The RFP will be issued after City Commission approval is received.
2. A Pre-Proposal Submission Meeting with Proposers will be conducted.
3. All timely received Proposals will be opened and listed.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the Proposer or Proposers that it deems to be the best candidate(s) by using the following evaluation criteria:

Total Points	Evaluation Criteria
20	Demonstrated success in completing developments of similar magnitude and complexity, and experience and qualifications of the Proposer’s team including, without limitation, associated Proposal team members, management team, and key personnel to be assigned to the project.
20	Financial strength, as evidenced by audited financial statements.
20	Proposals which maximize the economic return to the City, best fulfill the goals and objectives of the RFP, and address the City’s needs and concerns
15	Proposals which involve privately-owned property(ies) that leverage the publicly owned property(ies) resulting in maximum public benefit
15	Proposals which are of high quality, and are compatible with the scale and character of the area
10	Proposed schedule of project execution

LOCAL PREFERENCE: The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a Miami Beach-based vendor as defined in the City’s Local Preference Ordinance.

VETERANS PREFERENCE: The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City’s Veterans Preference Ordinance.

6. The City Manager shall recommend to the City Commission the Proposal or Proposals which he deems to be in the best interest of the City.

7. The City Commission shall consider the City Manager's recommendation and, if appropriate, 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.
8. Negotiations between the City and the selected Proposer(s) will take place to arrive at an agreement which, if successful, will culminate with the submission of a Letter of Intent(s) (LOI or LOIs) between the City and the successful Proposer (or Proposers). The LOI(s) will be presented to the City Commission for approval/disapproval.
9. In the event of approval of an LOI (or LOIs) by the City Commission, the Administration will request authorization to enter into negotiations with the selected Proposer(s) on the specific agreement(s) related to the development of the project, based on the substantive terms of the LOI (LOIs); which agreements may include, without limitation, a development agreement and ground lease.
10. The final proposed agreement(s) will be presented to the City Commission for approval.
11. If the agreement(s) are approved by the City Commission, the Mayor and City Clerk shall execute the contract(s), after the Proposer (or Proposers) has (or have) done so.

BY SUBMITTING A PROPOSAL, ALL PROPOSERS SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT NO PROPERTY INTEREST OR LEGAL RIGHT OF ANY KIND SHALL BE CREATED AT ANY POINT DURING THE AFORESAID EVALUATION/SELECTION PROCESS UNTIL AND UNLESS A CONTRACT HAS BEEN AGREED TO AND SIGNED BY BOTH PARTIES.

SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE

The successful Proposer(s) shall obtain, provide and maintain, during the term of the contract, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide:

Commercial General Liability. A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or City, and shall name the City of Miami Beach, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the City.

The successful Proposer(s) shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City.

Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies of Proposer(s) outside the proposed contract, Proposer(s) shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Proposer(s) shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

FAILURE TO PROCURE INSURANCE: The successful Proposers' failure to procure or maintain required the insurance program shall constitute a material breach of the contract.

INSURANCE CHECK LIST

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The City must be named as an additional insured on the liability policies; and it **must** be stated on the certificate.
5. Thirty (30) days written cancellation notice required.
6. Best's guide rating B+: VI or better, latest edition.
7. The certificate must state the RFP number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

I understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening. **If I am selected as the successful Proposer, I further understand and agree and acknowledge that failure to procure or maintain the required insurance policy shall constitute a material breach of the contract by which the City may immediately terminate same.**

_____ **For Proposer/ Print Name / Title**

_____ **Signature of Proposer**

PROPOSER INFORMATION

Submitted by: _____

Proposer (Entity): _____

Signature: _____

Name (Printed): _____

Address: _____

City/State: _____

Telephone: _____

Fax: _____

E-mail: _____

Federal ID# _____

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and signed by both parties.

For Proposer: (Authorized Signature)

(Date)

(Printed Name)

**REQUEST FOR PROPOSALS NO. 14-11/12
ACKNOWLEDGMENT OF ADDENDA**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP.

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No Addendum was received in connection with this RFP.

Verified with Procurement staff

Name of staff

Date

Proposer -Name

Date

Signature

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2012.

The undersigned, as Proposer, declares that the only persons interested in this Proposal are named herein; that no other person has any interest in this responses or in the contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document(s) for the purpose of establishing a formal contractual relationship between the Proposer and the City, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number: RFP No. 14-11/12.

WITNESS

PRINTED NAME

WITNESS

PRINTED NAME

PROPOSER SIGNATURE

PRINTED NAME

TITLE

**SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:

_____ .)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this day of _____, 2012

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Proposer's Name:

Principal Office Address:

Official Representative:

**Individual
Partnership (Circle One)
Corporation
Joint Venture**

**If a Corporation, answer this:
When Incorporated:**

In what State:

**If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:**

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Questionnaire (continued)

Members of Board of Director:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____

*** Designate general partners in a Limited Partnership**

- 1. Number of years of relevant experience in operating same or similar business:_____**
- 2. Have any agreements held by Proposer for a project ever been canceled?**
Yes () No ()

If yes, give details on a separate sheet.

- 3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder/Proposer; or refused to enter into a contract after an award has been made; or failed to complete a contract during the past five (5) years; or been declared to be in default in any contract in the past 5 years?**

If yes, please explain:

Questionnaire (continued)

4. **Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()**

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. **Person or persons interested in this RFP have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)**

Explain any convictions:

6. **Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:**

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. **Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)**

Questionnaire (continued)

- 8. Public Disclosure.** In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer, and/or individuals and entities comprising or representing such Proposer, and in an attempt to ensure full and complete disclosure regarding this RFP, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include, without limitation, public relation firms, lawyers, and lobbyists. The Procurement Director shall be notified, in writing, if any person or entity is added to this list after receipt of Proposals.

- 9. Are there any pending discussions relative to mergers, acquisitions, partnerships, or assignment of contract?**

- 10. Is the business entity a Miami-based Vendor?**
Yes () No ()

If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.

- 11. Is the business entity owned by a certified service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?**
Yes () No ()

Questionnaire (continued)

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in evaluating and making an award pursuant to the RFP, and such information is warranted by the Proposer to be true and accurate. In the event that the City, in its sole discretion, deems necessary, the Proposer agrees to furnish such additional information, relating to the qualifications of the Proposer, as may be required by the City. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, conducted either through the Miami Beach Police Department or by a third party retained by the City for such purposes. By submitting this Questionnaire the Proposer hereby agrees to cooperate with this investigation including, but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Successful Proposer

Print Name

Address

By:

General Partner

Print Name

ATTEST:

IF CORPORATION:

Secretary

Print Name of Corporation

Print Name

Address

By:

President

Print Name

(CORPORATE SEAL)



QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

STEP 1: UNDERSTANDING THE LAW

What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

Who is covered by this Ordinance?

Competitively bid City 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. For more information, see Equal Benefits Ordinance Summary.

What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether you company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits

NOTE: To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See Reasonable Measures Application Form.

Question 2C should be filled out ONLY if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g. there are no insurance providers 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, submit a completed Reasonable Measures Application Form with all necessary attachments and have your application approved by the Procurement Division of the City of Miami Beach.

Step 3: ATTACH THE NECESSARY DOCUMENTATION

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the Procurement Division indicating this. Use the list below as a guide for the type of documentation needed.

Medical Insurance A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this Ordinance) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

Retirement Plans (including 401k & pension plans)
The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

Bereavement Leave Your bereavement leave of funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

Employee Assistance Program Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Discounts, Facilities & Events Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

Credit Union Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits Documentation of any other benefits listed to indicate that they are offered equally.

For medical insurance companies providing domestic partner coverage in the State of Florida, refer to the [Domestic Partner Insurance Coverage Search](#) available online at: www.miamibeachfl.gov under Business, Procurement drop down list.

For any questions on the City of Miami Beach Equal Benefits Ordinance or how to complete the applicable forms, please contact:

Cristina Delvat, Contracts Compliance Specialist
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7496 / Fax: 786-394-4000/
cristinadelvat@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.



CITY OF MIAMI BEACH
DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: Name of Company Contact Person:

Phone Number: Fax Number: E-mail:

Vendor Number (if known):

Federal ID or Social Security Number:

Approximate Number of Employees in the U.S.: (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- List of protected classes with Yes/No options: Race, Color, Creed, Religion, National origin, Ancestry, Age, Height, Sex, Sexual orientation, Gender identity (transgender status), Domestic partner status, Marital status, Disability, AIDS/HIV status, Weight.

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

Yes No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?

Yes No

B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?

Yes No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (continued)

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	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can not offer a benefit in a nondiscriminatory manner 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, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? Yes No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title



**CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION**

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date



**CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, **written proof** must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

ACKNOWLEDGMENT LETTER

Proposers shall incorporate in their Proposal the following letter and Disclosure and Disclaimer attachment **on the Proposer's letterhead stationary**:

RE: RFP NO. 14-11/12 FOR A PUBLIC-PRIVATE DEVELOPMENT IN MIAMI BEACH ON NORTH LINCOLN LANE, BETWEEN ALTON ROAD AND MERIDIAN AVENUE, INCLUDING CITY-OWNED PARKING LOT #25 ON 17TH STREET AND LENOX AVENUE, PARKING LOT #26 ON NORTH LINCOLN LANE, BETWEEN LENOX AVENUE AND MICHIGAN AVENUE, AND PARKING LOT #27 ON NORTH LINCOLN LANE BETWEEN JEFFERSON AVENUE AND MERIDIAN AVENUE.

Dear Sir or Madame:

I have read the City of Miami Beach's RFP NO. 14-11/12 for a public-private development in Miami Beach on North Lincoln Lane, between Alton Road and Meridian Avenue, including city-owned Parking Lot #25 on 17th Street and Lenox Avenue, Parking Lot #26 on North Lincoln Lane, between Lenox Avenue and Michigan Avenue, and Parking Lot #27 on North Lincoln Lane between Jefferson Avenue and Meridian Avenue. On behalf of our Proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. In addition, we have read, rely upon, acknowledge, and accept the City's Disclosure and Disclaimer which is attached hereto and is fully incorporated into this letter.

Sincerely,

[NAME AND TITLE]

[ORGANIZATION]

[PROPOSER'S NAME]

DISCLOSURE AND DISCLAIMER

This Request for Proposals ("RFP") 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 RFP, 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 RFP, 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 RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP, 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 RFP.

Following submission of a 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 RFP.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The RFP 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.

The City shall have no obligation or liability with respect to this RFP, the selection and the award process, or whether any award will be made. Any recipient of this RFP 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 RFP are submitted at the sole risk and responsibility of the party submitting such Proposal.

This RFP 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 RFP 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 bid 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 RFP. 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 RFP, 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 RFP, 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 RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFP and any disputes arising from the RFP shall be governed by and construed in accordance with the laws of the State of Florida.

ACCEPTED:

[NAME AND TITLE]

[ORGANIZATION]

[PROPOSER'S NAME]



MIAMIBEACH

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

PROCUREMENT DIVISION

Tel: 305.673.7490 , Fax: 786.394.4007

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach (City) has implemented a process that collects past performance information pursuant to the submittal of responses to this Request for Proposal No. 14-11/12 (RFP). The information will be used to assist the City in the evaluation of Proposals received in response to the RFP.

The company listed in the subject line has chosen to submit a Proposal in response to this RFP. It has listed you as a past client for which it has provided services. Both the company and City would greatly appreciate you taking a few minutes of your time to complete the accompanying Performance Evaluation Survey.

Please review all items in the following Survey, and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return the completed Survey to Procurement Director Gus Lopez **on or before March 23, 2012**, via fax: 786.394.4007, or e-mail guslopez@miamibeachfl.gov

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



PROCUREMENT DIVISION

Tel: 305.673.7490 , Fax: 786.394.4007

PERFORMANCE EVALUATION SURVEY

Company Name: _____

Point of Contact: _____

Phone and e-mail: _____

Please evaluate the performance of the company (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	How reliable is this developer with its commitments/assurances?	(1-10)	
2	How satisfied do you feel about the timeliness of the project delivery?	(1-10)	
3	Were disagreements resolved in a fair and reasonable manner?	(1-10)	
4	Overall satisfaction level with the quality of the completed Project?	(1-10)	
6	Was management and support staff responsive and accessible at all times?	(1-10)	
7	Was Management responsive to your demands and suggestions?	(1-10)	
8	Overall Satisfaction based on performance (comfort level in hiring developer again).	(1-10)	

Overall Comments: _____

Agency Providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to Gus Lopez by Mach 23, 2012 via fax at 786-394-4007 or via e-mail at guslopez@miamibeachfl.gov.