

Memorandum



Date: December 18, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager *George M. Burgess*

Subject: Approval to Award Contract Nos. RFQ No. Q95A; Q95B; Q95D through Q95Q: Infill
Housing Developer Pool

Agenda Item No. 8(O)(1)(A)

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to establish the Infill Housing Developer Pool on behalf of Miami-Dade County General Services Administration (GSA).

CONTRACT NOS: Q95A; Q95B; Q95D through Q95Q

CONTRACT TITLE: Infill Housing Developer Pool

DESCRIPTION: To establish a pool of qualified Developers to build affordable single family homes to be sold to low and moderate income persons as part of the County's Affordable Housing Initiative in accordance with Administrative Order (AO) 3-44.

PROJECT MANAGER: Elva Marin, Real Estate Manager
General Services Administration, (GSA)

APPROVAL TO ADVERTISE: December 19, 2006

TERM: Five years with four (4) one-year options-to-renew

CONTRACT AMOUNT: The County anticipates that lots designated to be part of the Infill Housing Developer Pool will be appraised at approximately \$55,000 per lot. Currently, there are 55 lots available and it is anticipated that approximately the same number of lots will be available on a yearly basis. Therefore, the annual estimated value of the County property to be conveyed through the Infill Housing Developer Pool is \$3,000,000. There is no other financial compensation to the Developers.

FUNDING SOURCE: There are no County funds being provided for these services. The County is offering the following incentives to encourage participation in the Infill Housing Program:

Availability of County Property: The County will make buildable land available to qualified developers, free and clear of all liens.

Impact Fee Exemptions or Refunds: New homes that are constructed through the Program, qualify to have impact fees for road, fire and emergency services, parks and police services refunded after the home has been completed and sold to a qualified affordable home buyer. In exchange for recording a restrictive covenant on the property stating that the property will remain affordable during the control period, builders may be exempted from paying said fees.

Building Permit Expedite Process: Building permit applications for homes built through the Program qualify for the Building Department's expedite process. The developer must provide the Building Department written proof that the home is being built through the Program.

Financial Assistance: Various County agencies offer financial assistance to qualified homebuyers in the form of low interest loans using Surtax, SHIP, Community Development Block Grant, HOME Investment Partnership Program and other applicable funds.

METHOD OF AWARD:

The establishment of the Pool was determined by the Affordable Housing Selection Committee (AHSC) in accordance with AO 3-44. The AHSC determined that pool membership would be opened to qualified respondents scoring above the median (559 points). If the Pool is approved by the Board, and when infill lots are identified, staff will prepare a solicitation in the form of a Work Order Proposal Request (WOPR). This WOPR will be forwarded to all Pool Members for proposal submission. Proposals received will be evaluated for technical and price consideration by the AHSC in accordance with AO 3-44. The selected Pool Member will be issued a Work Order to convey the infill lot and begin building housing.

**DEVELOPERS RECOMMENDED
FOR AWARD:**

1. Habitat for Humanity of Greater Miami, Inc. (Local)
3800 NW 22nd Avenue
Miami, FL 33142
Principal: Anne E. Manning
Contract Q95A
2. Kelko Investments, Inc. (Local)
2124 NE 123 Street #213
N. Miami, FL 33181
Principal: Stanly Saltzman
Contract Q95B
3. Community Reinvestment Agency, Inc. (Local)
2162 SW 98 Place
Miami, FL 33165
Principal: Jose E. Miranda
Contract Q95D
4. Centro Campesino Farm Worker Center, Inc. (Local)
PO Box 343449
Miami, FL 33034
Principal: Steve Mainster
Contract Q95E

5. Custom Builder of Miami, LLC (Local)
555 W 51st
Miami Beach, FI 33140
Principal: Nicolas Gomez
Contract Q95F
6. H.A. Contracting Corp. (Local)
9500 NW 12th Street Bay 1
Miami, FI 33172
Principal: Henry Angelo III
Contract Q95G
7. D.A. Community Builders Inc. (Local)
4226 SW 79th Court
Miami, FI 33155
Principal: Alejandro Formoso
Contract Q95H
8. JAG Homes & Development, LLC (Local)
16675 NW 84th Court
Miami, FI 33016
Principal: Juan Anderez
Contract Q95I
9. Equitable Housing Corp. (Local)
4345 SW 72nd Avenue, Suite H
Miami, FI 33155
Principal: Tim Sheehan
Contract Q95J
10. Affordable Housing Programs Inc. & Lancaster Homes Joint
Venture (Local)
683 N. Biscayne River Drive
Miami, FI 33169
Principal: Isaac Simhon
Contract Q95K
11. NHS Housing Development. LLC (Local)
181 NE 82nd Street
Miami, FI 33138
Principal: David Harder
Contract Q95L
12. St. John Community Development Corporation (Local)
PO Box 015344
Miami FI 33101
Principal: David Alexander
Contract Q95M
13. Personal Paradise Developers Inc. (Local)
9980 SW 62nd Street
Miami, FI 33173
Principal: Octavio Castellanos
Contract Q95N

14. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture (Local)
9725 NW 52nd Street #215
Doral, FI 33178
Principal: Luis Rodríguez
Contract Q95O
15. PHS Development, L.L.C. (Local)
322 NE 80th Terrace
Miami, FI 33138
Principal: Jean Robert Sicalt
Contract Q95P
16. Haven Economic Development, Inc., a Florida Not for Profit
Corporation (Local)
8606 W State Road 84
Davie, FI 33324
Principal: Harris Millman
Contract Q95Q

**DEVELOPERS PENDING
RESOLUTION OF REVIEW ITEMS**

1. Palmetto Homes Of Miami, Inc. (Local)
153 NE 97th Street
Miami Shores, FI 33138
Principal: Arlovistus Lundy
2. Emerald Developers, LLC (Local)
5007 SW 167th Avenue
Miami, FI 33027
Principal: Walter Sweeting
3. Miami Dade Community Development, Inc. (Local)
10690 SW 7th Terrace
Miami, FI 33174
Principal: Claudia Alvarez
4. DFC Homes of Florida, Inc. (Local)
1773 N. State Road 7, Second Floor
Lauderhill, FI 33313
Principal: Kenny M. Davis
5. Affordable New Homes, Inc. (Local)
PO Box 398064
Miami Beach, FI 33239
Principal: Daniel Boman
6. Lawrence Wright & Partners, LLC (Local)
3827 NW 125th Street
Miami, FI 33027
Principal: Lawrence Wright
7. La Cité Development LLC (ct. al) (Non-local)
237 W. 35th Street, 4th FI
New York, NY 10001
Principal: Daniel Bytherood, Jr.

8. Miami Deemart Corporation, Inc. (Local)
6311 SW 34th Street
Miami, FI 33155
Principal: Juan M. Martell
9. Better Homes Development Corporation (Local)
104 Crandon Blvd. #401
Key Biscayne, FI 33149
Principal: Elena Diaz De Villegas
10. Housing Development LLC & COBO Construction Corp.
Joint Venture (Local)
104 Crandon Blvd #401
Miami, FI 33149
Principal: Alex Cobo

**DEVELOPERS NOT RECOMMENDED
FOR AWARD:**

The following vendors are not recommended for award as they did not score above the median (559), were not recommended for reasons of responsibility, or requested to be withdrawn from participation:

1. Redevco Corporation (Local)
1175 NE 125th Street, Suite 103
Miami, FI 33161
Principal: Debra Sinkle Kolsky
2. Affordable Housing Solutions for Florida, Inc. (Local) *
1108 Kane Concourse, Suite 307
Bay Harbor, Islands, FI 33154
Principal: Barry Halman
3. Miami Dade Empowerment Trust, Inc. (Local) **
3050 Biscayne Blvd., Suite 300
Miami, FI 33127
Principal: Aundra Wallace
4. Contractors Resource Center, Inc. (Local) *
1730 Biscayne Blvd, suite 201
Miami, FI 3332
Principal: Elsie Hamler
5. New Africa Developers INC (Local) *
6214 NW 18th Avenue
Miami, FI 33147
Principal: Jai Razzaq Muhammad
6. URGENT, Inc. (Local) *
1600 NW 3rd Avenue, Building D
Miami, FI 33136
Principal: Saliha Nelson
7. Cruz Construction Group, Inc. (Local) *
711 SW 113 Way
Pembroke Pines, FI, 33025
Principal: Juan Jose Cruz

8. Town Center Properties, LLC (Local) *
780 Fisherman Street, Suite 334
Opa-Locka, FI 33054
Principal: Dennis Stackhouse
9. BAME Development Corp. of South Florida, Inc (Local) *
245 NW 8th Street
Miami, FI 33136
Principal: Don Patterson
10. Piedroba Marine Construction (Local) *
2655 Le Jeune Road, Suite 810
Coral Gables, FL 33134
Principal: Luis A Prieto
11. Waterhouse Construction Group, Inc. (Local) *
5810 Commerce Lane
South Miami, FI 33143
Principal: Carlos Deleon
12. Youth In Action Center, Inc., CDC (Local) *
10711 SW 216th Street #214
Miami, FI 33170
Principal: Linda Stevenson
13. Disaal Construction (Local) *
3029 NE 183 Lane
Aventura, FI 33160
Principal: Diego Saal
14. VOME, LLC (Local) *
2610 SW 5th Ave
Miami, FI 33129
Principal: Oscar Freijo
15. Dean Development Corp. (Local) *
5779 NW 116 Avenue #104
Doral, FI 33178
Principal: Eddie Dean
16. Adonal Design & Construction, Inc. (Local) *
2867 SW 69th Court
Miami, FI 33155
Principal: Clara Garcia
17. Five Stones Investments (Local) *
12100 SW 97th Terrace
Miami, FI 33186
Principal: Rafael Fernandez
18. People Helping People Achieve Goals, Inc. (Local) *
6600 NW Avenue A-12,
Miami, FI 3317
Principal: Derrick Jackson

19. Paragon Construction Unltd. Inc. (Local) *
PO Box 823491
Pembroke Pines, FI 33082
Principal: Jeffery Strump
20. The Carrie Meek Foundation (Local) *
780 Fisherman Street, Suite 300
Opa-Locka, FI 33054
Principal: Carrie Meek
21. Wis's Engineering (Local) *
37 NW 60th Street
Miami, FI 33127
Principal: Wisconsin Mc Lachlan
22. 2 SBW & Associates (Non-local) *
PO Box 1786
Belle Glade, FL 33430
Principal: Javin Walker
23. EDFM Corporation (Local) *
10021 SW 98th Avenue
Miami, FL 33176
Principal: Miriam Rodriguez
24. Institute For Development (Local) *
2301 NW 41st Avenue #107
Lauderhill, FI 33313
Principal: Mohammad Ayoub
25. All American Investment Realty, Inc. (Local) *
1876 N. University Drive, Suite #308G
Sunrise, FI 33322
Principal: Tariq Hussain
26. Flick Investments, Ltd (Local)*
1119 Cotorro Avenue
Coral Gables, FI 33146
Principal: Jerry Flick
27. The Housing League, Inc. (Local)*
1119 Cotorro Avenue
Coral Gables, FI 33146
Principal: Jerry Flick
28. Sweeting Group, Ltd. (Local)*
1119 Cotorro Avenue
Coral Gables, FI 33146
Principal: Jerry Flick
29. Fortified Homes, Inc. (Local)*
1119 Cotorro Avenue
Coral Gables, FI 33146
Principal: Jerry Flick

30. Citywide Development Corporation (Local)*
10690 SW 7th Terrence
Miami, Fl 33174
Principal: Elena Díaz De Villegas

* Firms scoring below the median
** Firm determined to be non-responsible

USING/MANAGING AGENCY: General Services Administration

CONTRACT MEASURES: The established Pool contract does not include contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's); however, the Review Committee will evaluate each Work Order Proposal Request (WOPR) and will assign contract measures consistent with County policies.

LIVING WAGE: The services being provided are not covered under the Ordinance.

UAP: The solicitation does not contain the 2% User Access Program provision.

LOCAL PREFERENCE: Applied in accordance with applicable policy, but did not affect the outcome as the highest ranked firm is local.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the Board of County Commissioners and expiration of the Mayoral veto.

BACKGROUND

On January 11, 2007, the County issued an Request for Proposal (RFQ) to establish the Infill Housing Developer Pool. The solicitation invited interested parties to submit qualifications for inclusion in a pool of developers to provide affordable single family homes. These homes will be sold to low-and-moderate income persons as part of the County's Infill Housing Initiative. The purpose of creating the pool is to expedite the selection process of firms to participate in the development or rehabilitation of affordable single family housing on County property.

On January 25, 2007, the Board adopted Administrative Order (A.O.) 3-44 which established the procedures for the Infill Housing Initiative. The A.O. calls for the selection of a qualified developer pool through a RFQ process. In response to this competitive solicitation, the County received 56 proposals. The Affordable Housing Selection Committee (AHS) reviewed and evaluated the proposals as outlined in the A.O. and the RFQ.

The Affordable Housing Selection Committee recommended that responsive and responsible submissions scoring above the median be considered for pool membership. The median was determined, by the Affordable Housing Selection Committee, to be a score of 559 and resulted in 28 submissions being considered. Of the 28 submissions scoring above the median, sixteen firms have been completely reviewed and are recommended for inclusion in the pool. A proposal submitted by the Miami-Dade Empowerment Trust was found to be non-responsible. Of the 11 remaining firms, one firm (Redevco Corporation) requested to be removed from consideration. The remaining 10 firms are pending responsibility interviews with DPM staff, or

have not finalized contracts with the County. Upon completion of these interviews a determination will be made regarding these firms' eligibility for inclusion into the pool. Once this determination is completed, a subsequent recommendation will be presented to the Board for approval. Entry in this pool will be refreshed on an annual basis.

An extensive due diligence review for each recommended firm has been conducted to include information from the following sources: Florida Department of State Division of Corporations, MyFlorida.com for license search and the statewide judgments search; Miami-Dade County Clerk of the Courts website for civil litigation and criminal actions; Miami-Dade County Enterprise Technology Services Department (ETSD) Property Database Search; Google search engine; Dun and Bradstreet Credit Reports; and interview of references.

Currently, 55 lots have been determined to be suitable for construction by the Affordable Housing Review Committee and will be offered to the pool members via a competitive Work Order Proposal Request (WOPR) process. Award of a contract establishing membership in this pool is a prerequisite for eligibility to submit proposals and obtain work. However, there is no guarantee that pool members will obtain work orders through the pool. When projects arise, the County will prepare a scope of work and provide pool members with information regarding the selection process and response requirements. These may include written proposals and/or oral presentations. Recommendations for work order awards will be made on a competitive basis considering quality and price.

As lots become available, they will be offered to the pool through this competitive process. Lots may be offered in groups based on their proximity to one another. The County, in its discretion, will limit the number of groups each developer can be awarded. Developers will not be able to receive new lots if they have not commenced construction and made progress consistent with contractual commitments on other work orders awarded through this Program.

Each WOPR will be prepared as a lot(s) becomes available, and will include the folio number, lot size, zoning and targeted income level of the buyer for each home. The selected developers will be required to sign an agreement stating they agree to build the home as proposed. Developers will be given one year to complete each home. Developers who fail to comply with the terms of the agreement and/or the deed restrictions will be excluded from further pool participation.



Assistant County Manager

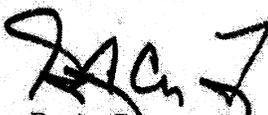


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 18, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(0)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
12-18-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER MIAMI, INC.; KEIKO INVESTMENTS, INC.; COMMUNITY REINVESTMENT AGENCY, INC.; CENTRO CAMPESINO FARM WORKER CENTER, INC.; CUSTOM BUILDER OF MIAMI, LLC; H.A. CONTRACTING CORP.; D.A. COMMUNITY BUILDERS INC.; JAG HOMES & DEVELOPMENT, LLC; EQUITABLE HOUSING CORP.; AFFORDABLE HOUSING PROGRAMS & LANCASTER HOMES; NHS HOUSING DEVELOPMENT. LLC; ST. JOHN COMMUNITY DEVELOPMENT CORP.; PERSONAL PARADISE DEVELOPERS INC.; GO1 MARKETING, LLC/H. CAPO CONSTRUCTION CORP.; PHS DEVELOPMENT LLC AND HAVEN ECONOMIC DEVELOPMENT INC. TO ESTABLISH THE INFILL HOUSING DEVELOPER POOL, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN
CONTRACTS NO. Q95A; Q95B; Q95D through Q95Q

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Habitat for Humanity of Greater Miami, Inc.; Keiko Investments, Inc.; Community Reinvestment Agency, Inc.; Centro Campesino Farm Worker Center, Inc.; Custom Builder of Miami, LLC; H.A. Contracting Corp.; D.A. Community Builders Inc.; JAG Homes & Development, LLC; Equitable Housing Corp.; Affordable Housing Programs & Lancaster Homes; NHS Housing Development. LLC; St. John Community Development Corp.; Personal

Paradise Developers Inc.; Go1 Marketing, LLC/H. Capo Construction Corp.; PHS Development LLC and Haven Economic Development Inc. in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

D.F.

Daniel Frastal

INFILL HOUSING DEVELOPER POOL

Contract No. Q95E

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Centro Campesino Farmworkers Center, Inc., a corporation organized and existing under the laws of the State of FL, having its principal office at PO Box 343449 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to participate in the County's Infill Housing Developer ("Pool") of pre-qualified firms as a Pool "member", including competing for future requests to provide affordable homes for Miami-Dade County when projects arise, on a non-exclusive and as needed basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 95 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated February 22, 2007, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County may desire to procure from the Infill Housing Developer Pool for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFQ No. 95 and all associated addenda and attachments, the Contractor's Proposal, any subsequent Work Order issued hereto, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean Centro Campesino Farmworkers Center, Inc., and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement and any Work Order issued as a result of the Work Order Process of the County's Infill Housing Developer Pool.

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- m) The words "Work Order Proposal Request" (WOPR) to mean the solicitation document requesting proposals from Pool members.
- n) The words "Work Order Proposal" to mean the documentation presented by Pool members in response to a Work Order Proposal Request.
- o) The word "Work Order" to mean an assignment of work issued by the County to an awardee to perform work specified in the Work Order Proposal Request.
- p) The words "Affordable Housing" to mean housing where the mortgage payments, including taxes and insurance, does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.
- q) The words "Certificate of Qualification" to mean a certificate issued by MDHA's Development Loan Administration Division (DLAD) or comparable County agency establishing that a household is qualified to purchase an affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.
- r) The words "Control Period" to mean the 30-year period during which the home must remain affordable. The control period begins at the time the initial home receives a certificate of occupancy.
- s) The words "Developer" to mean any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, or any entity or combination of entities, excluding any governmental entity that has agreed to build affordable housing through the Infill Housing Program.
- t) The words "County Property" to mean property that is owned by Miami-Dade County.
- u) The words "Dwelling Unit" to mean a single family home (attached or detached) that can be sold for fee simple ownership.
- v) The words "Eligible Household" to mean one or more natural persons or a family that has not previously owned or had interest in a home and that has been determined by the County to be of very low, low or moderate income according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

- w) The words "Infill Development" to mean the redevelopment of neighborhoods that are located within the infill target areas.
- x) The words "Infill Parcel" to mean a parcel of land that is located within the Infill target areas and is suitable for residential development of four (4) eligible single family homes or fewer.
- y) The words "Infill Target Areas" to mean the areas of the County designated as the Urban Infill Target Area (UIA), as defined in Section 33G-3(26) of the Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas not otherwise covered under the UIA and TUA; and any geographic locations in Miami-Dade County which are designated by the Federal Government as empowerment zones shall be included in the definition of TUA at the time of such designation.
- z) The words "Low Income Household" to mean those households whose total annual adjusted gross income is 80% percent or less than of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.
- aa) The words "Moderate Income Household" to mean those households whose total annual adjusted gross income is between 81% and 120% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.
- bb) The words "Not-For-Profit Organization" to mean an organization that is registered as a tax-exempt corporation under Section 501(c)(3) of the of the Internal Revenue Code of 1986, as amended, and has been organized for the purposes of promoting community interest and welfare.
- cc) The words "Qualified Household" to mean an eligible household that has received a certificate of qualification from the County.
- dd) The words "State Housing Initiative Partnership (SHIP)" " to mean the affordable housing program established pursuant to Section 420.90 et seq. of the Florida Statutes for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.
- ee) The words "Surtax Funds" to mean the discretionary tax on documents, which the County is authorized by Section 125.0167 of the Florida Statutes to levy, for the purpose of establishing and financing the County's Local Housing Assistance

Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) any Work Order issued as a result of this Agreement, 4) Miami-Dade County's RFQ No. 95 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall participate in the County's Infill Housing Developer Pool (also, "Pool"), which is the initial step to participating in subsequent solicitations issued by the County for the future conveyance of County Infill properties. These properties, as decided upon solely by the County, will be made available through a competitive Word Order process as stipulated in the Scope of Services, to all members of the County's Infill Housing Developer Pool. The property will be conveyed to the selected Proposer following a Work Order Proposal Request process for the sole purpose of providing land, so that the selected Proposer build a(n) affordable home(s) for needy Miami-Dade County citizens on such property as stipulated in this Agreement and in any subsequent Work Order. The Contractor shall participate in the Pool in accordance with the provisions stipulated herein and in any Work Order that may be issued to the Contractor hereunder. The Contractor shall render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement and any subsequent Work Order requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Agreement and any subsequent Work Order. All things not expressly mentioned in this Agreement and any subsequent Work Order but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though

they were specifically mentioned, described and delineated.

- c) The Contractor shall provide all necessary resources to fulfill the requirement of this Agreement and any subsequent Work Order. All Work shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding this Agreement. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall be for a duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for four (4) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the Contractors, upon approval by the Board of County Commissioners.

Work Order Term

Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract and which will extend beyond said termination date shall survive the expiration or termination hereof. In the instance that a Work Order period of performance extends beyond the termination of this Contract then terms and conditions of this Agreement shall survive until the term of the Work Order expires unless otherwise stipulated herein.

ARTICLE 6. WORK ORDER AWARD

Individual awards to the Pool members will be made through a Work Order process, which will define and describe the parameters for individual projects as follows:

Work Order Process

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. However, there is no guarantee that any or all Pool members will obtain work orders through this Pool. After selection into the Pool, members will participate in a work order process. Awards will be based on Technical (Quality) and/or Price for each individual project depending upon assessed departmental needs. When projects arise, the County will prepare a scope of work and provide Pool members, in the applicable service category, with information regarding the selection process and response requirements, potentially to include written proposals and/or oral presentations. Recommendations for work order awards will be

made competitively, generally based on quality and/or price. Alternatively, the County reserves the right to award Work Orders on a rotational basis or as a result of direct award. Work Orders shall include additional terms and conditions which if the Contractor is a selected Proposer for that Work Order will be forwarded to the Contractor, as necessary. Local Preference consideration will not apply to individual Work Order Proposal Requests. Additionally, the County reserves the right to develop an alternate, streamlined process for awarding Work Orders.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
General Services Administration
Real Estate Division
111 N.W. 1st Street, Suite 1900
Miami, FL 33128-1974
Attention: Urban Land Development Manager
Phone: (305) 375-2181
Fax: (305) 375-3545

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5257
Fax: (305) 375-2316

(2) To the Contractor

Centro Campesino Farmworkers Center, Inc.,
PO Box 343449
Miami, FL 33034
Attention: Mr. Steve Mainster
Phone: (305) 245-7738
Fax: (305) 245-2101

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

Contractors will receive no compensation from the County for Work performed under this Agreement, including all costs associated with such Work, unless otherwise stated in the Work Order(s) issued as a result of this Agreement.

All Services undertaken by the Contractor before County's approval of this Contract and any subsequent Work Order shall be at the Contractor's risk and expense.

With respect to any travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 9. PRICING

Pricing information, if any, shall be stipulated in any Work Order issued hereunder.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

Payment information, if any, shall be stipulated in any Work Order issued hereunder.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

Insurance required shall be stipulated in any Work Order issued hereunder. Insurance is not be required for Pool membership.

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified

professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 15. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its

- obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
 - c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
 - d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
 - e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services and any Work Order issued hereunder. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this

Agreement or any Work Order issued hereunder, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County, permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, and the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement, including any subsequent Work Order, contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement or any subsequent Work Order if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement or any subsequent Work Order by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. return property(ies) and take such action as may be necessary for the protection and preservation of the County's materials and property;

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- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of the applicable Work Order and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Work on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
 - i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- c) In the event the County shall terminate this Agreement or any subsequent Work Order for default, the County or its designated representatives, may immediately take possession of all applicable property(ies), equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement and/or the applicable Work Order with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest

opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 29. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

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Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 30. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid

provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 31. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 32. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or

indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 33. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 34. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 35. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 36. LIVING WAGES

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) may apply to any Work Order hereunder, (but particularly for Category 2 – Printing and Production Services), depending upon the services solicited and the value of the Work Order. The Contractor agrees to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, if applicable, as acknowledged in the Contractor's proposal, indicating awareness of the penalties for non-compliance. The Contractor shall at times provide compensation equal to or exceeding the Living Wage benefits, pursuant to Living Wage Ordinance (Ord. No. 99-44) as specified in any Work Order to which this Ordinance applies.

ARTICLE 37. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

APPENDIX A

SCOPE OF SERVICES

1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade General Services Administration, is establishing a pool of Developers to provide affordable single family homes to be sold to low and moderate income households as part of the County's Infill Housing Initiative. Contractors will participate in the Infill Housing Developer Pool, hereinafter referred to as the "Pool", for non-recurring projects. Pool members may be solicited to develop single family homes on County property. The purpose of creating the Pool is to expedite the selection process for developers needed to participate in the development or rehabilitation of affordable single family housing on County property.

However, the County reserves the right to seek future proposals to fill pool vacancies or to add new members to the pool on an annual date to be established by the AHSC.

Membership in the Pool is a pre-requisite to receiving land from the County for the development of affordable housing. There is no guarantee that any or all Pool members will obtain work orders through this process. When projects arise, the County will make available, through a Work Order Proposal Request (WOPR) process, land to eligible members of the Pool. The WOPR will include the specific project required by the County. Eligible Pool Members shall respond to the WOPR by submitting proposals per the instructions in the document.

Selected Pool members are in no way restricted from responding to other County solicitations falling outside the Pool.

2 GENERAL SERVICES REQUESTED

The selection of Developers qualified for Pool membership will be made by the Affordable Housing Selection Committee (AHSC) based on the evaluation criteria listed in Section 4.0 of the RFQ. Pool Members shall be able to provide the services listed below.

Developers shall:

- 1) Have the ability to concurrently develop multiple lots or rehabilitate existing homes with affordable single family housing, and sell the homes to qualified households for no more than the maximum price set by the County for affordable housing or its appraised value, whichever is less.**
- 2) Pool members shall have the ability to furnish all labor, materials, supplies, equipment, services necessary to design, permit, construct, market and sell the affordable housing. Homes offered for sale to qualified eligible households shall be completed within the timeframe designated by the County.**

APPENDIX A

- 3) Receive and agree to comply with various County documents including, but not limited to: deeds, leases, sales or developer agreements. The method to convey land to qualified developers will be identified in each WOPR.**

The County documents will contain at a minimum the following restrictions:

- a) the property shall be developed with an affordable home(s);
- b) the home(s) shall be sold to an eligible homebuyer;
- c) the home shall be built within a specified period of time;
- d) the home shall meet the Minimum Infill Architectural and Space Requirements;
- e) the sales price of the home shall not exceed the maximum sales price set by the County for affordable housing;
- f) that the developer shall forfeit all rights to the property if the restrictions are not complied with.

In addition to the restrictions noted above, County documents may be modified per each WOPR to suit the site. Developers shall also be required to proffer a declaration of restrictive covenants running with the land. The restrictive covenants will be sufficient for recording in the public records of Miami-Dade County, Florida, encumbering the individual property or properties, specifying the restrictions of the property and such further arrangements, restrictive covenants, and resale restrictions as are necessary.

- 4) The Developer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Developers are 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. Developers shall utilize and be cognizant that various financing methods may be required to comply with Federal, State and local laws, ordinances, codes, rules and regulations.**
- 5) Developers shall ensure that every dwelling unit created as a result of the Infill Housing Program shall be offered for sale to a qualified household to be used for his or her own primary residence. Developers shall ensure that potential homebuyers have completed homeownership counseling courses through a participating agency and have been determined to meet the income limits of a low or moderate income household by MDHA or other County approved lender.**
- 6) Pool Members shall have the ability to provide architectural plans that will be approved by the County for homes to offer through the Infill Housing Program. A building permit will not be issued for the home unless the plans are first approved by County or the developer utilizes a "Cookie Cutter" design. All homes plans shall comply with all State and Local requirements.**
- 7) Have a proven track record of completed and successful home sales.**
- 8) Financial capability to successfully complete awarded WOPR. Before execution of any agreement resulting from the WOPR between County and Developer, the Developer shall execute and deliver to the County a Payment and Performance Bond in an amount which represents approximately 100% of the estimated total**

APPENDIX A

value of all building construction work to be performed under the contract. A Payment and Performance Bond will be required to be applicable to any project to which the County retains title to County property. Such bond shall be in the form provided in §255.05 Fla. Stats. (2003). Developers shall have the ability to self-finance without recourse to County property.

- 9) Pool members shall notify the County of their involvement in any litigation during the term of the Pool. The County will review and determine the impact to the County. Should the County determine that the litigation will negatively impact the County; the Pool members may be ineligible to receive an award until the litigation is resolved.
- 10) Pool members shall confirm that all documentation submitted for evaluation and submission to the Pool is still valid when responding to a WOPR. Pool members shall provide current or updated team members, financial and litigation information to the County.

2.3 STRUCTURE AND TERM OF POOL

The Pool will service requests through the General Services Administration (GSA) and the Department of Procurement Management (DPM) or any other County department or agency and the Board of County Commissioners (BCC).

Contractors will be required to sign an agreement with the County in order to be accepted into the Pool. The agreement will include general legal and administrative provisions, and all required County affidavits, and may be updated periodically to reflect new County or State requirements. These agreements will be supplemented, upon project award, by Individual Work Orders specifying project scopes and payment and price information. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

The County may add pool members on an annual basis, using the results of this RFQ established under Section 4.0. Pool members may be added annually, on a date to be determined by the AHSC. The County will issue an addendum to the RFQ noting that solicitation will be re-advertised for the addition on new Pool members. The timetable for the re-advertisement will be provided in the addendum

2.4 WORK ORDER PROCESS

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. However, there is no guarantee that any or all Pool members will obtain work orders through this Pool. After selection into the Pool, members will participate in a work order process. When projects arise, the County will prepare a scope of work and provide Pool members, with information regarding the selection process and response requirements, potentially to include written proposals and/or oral presentations. Recommendations for work order awards may be made competitively, generally based on quality and/or price. Local Preference consideration will not apply to Individual Work Orders. Additionally, the County reserves the right to develop an alternate, streamlined process for awarding Work Orders.

2.5 NEGOTIATIONS

The County may award a Work Order on the basis of initial offers received, without

APPENDIX A

discussions. However, the County reserves the right to enter into negotiations with the recommended Pool member. If the County and the recommended Pool member cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with subsequently ranked Pool members. This process may continue until a contract has been executed or all Pool members who responded to the WOPR have been rejected. No Pool member shall have any rights against the County arising from such negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Anne E Manning

By: _____

Name: Anne E. Manning

Name: _____

Title: Executive Director

Title: _____

Date: 8-27-07

Date: _____

Attest: Marc J. Sternbaum
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Keiko Investments, Inc.

By: _____

Name: Stanley Saltzman

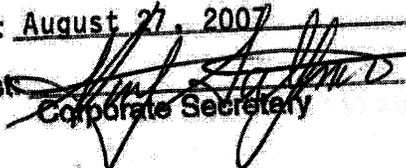
Name: _____

Title: President

Title: _____

Date: August 27, 2007

Date: _____

Attest: 
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

~~Contractor~~
 By: [Signature]
 Name: JOSE E. MIRANDA
 Title: PRESIDENT
 Date: 8-24-2007
 Attest: [Signature]
 Corporate Secretary

Miami-Dade County

By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal

Approved as to form and legal sufficiency

Assistant County Attorney

39

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Steven Mainster

By: _____

Name: STEVEN MAINSTER

Name: _____

Title: EXECUTIVE DIRECTOR

Title: _____

Date: 8/24/07

Date: _____

Attest: [Signature]
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

40

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: *Nicolas Gonzalez*

By: _____

Name: Nicolas Gonzalez

Name: _____

Title: PRESIDENT

Title: _____

Date: 8-23-07

Date: _____

Attest: *[Signature]*
Corporate Secretary

Attest: _____
Clerk of the Board

VIZCAYA ESTATES DEVELOPMENT INC.

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Henry Angelo III
Name: HENRY ANGELO III

By: _____
Name: _____

Title: PRESIDENT

Title: _____

Date: 8/24/07

Date: _____

Attest: [Signature]
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

42

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: [Signature]

By: _____

Name: Alfonso Formoso

Name: _____

Title: President

Title: _____

Date: 8/24/09

Date: _____

Attest: Daniel Siffes
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

MIAMI-DADE COUNTY, FLORIDA

Contract No. Q951

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: [Signature]

By: _____

Name: Juan Anderez

Name: _____

Title: Owner

Title: _____

Date: 8/27/07

Date: _____

Attest: N/A

Attest: _____

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

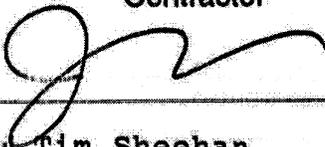
sole owner
100%

44

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: 

By: _____

Name: Tim Sheehan

Name: _____

Title: Vice President/Dir.

Title: _____

Date: August 27, 2007

Date: _____

Attest: _____
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

45

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: ISRAEL SIMON

By: _____

Name: ISRAEL SIMON

Name: _____

Title: C.E.O.

Title: _____

Date: SEP. 17 07

Date: _____

Attest: _____
Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

46

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor: Miami-Dade Neighborhood Housing Services, Inc. Miami-Dade County

By: [Signature]

By: _____

Name: Arden Shank Pres

Name: _____

Title: Majority member

Title: _____

Date: Aug 24, 2007

Date: _____

Attest: [Signature]
Corporate Secretary
ZLC

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: *David J. Alexander*

By: _____

Name: David J. Alexander

Name: _____

Title: President/CEO

Title: _____

Date: September 7, 2007

Date: _____

Attest: *Inez A. Wilcox*
Corporate Secretary
Inez A. Wilcox

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

48

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: [Signature]

Name: Octavio Castellanos

Title: PRESIDENT

Date: 9/11/07

Attest: [Signature]
Corporate Secretary

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form and legal sufficiency

Assistant County Attorney

49

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
By: [Signature]

Name: Luis A. Rodriguez

Title: Managing Member Gol Marketing

Date: 9/17/07

Attest: _____
Corporate Secretary

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

50

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: [Signature]
 Name: Edouard Sidait
 Title: MANAGING MEMBER
 Date: 9/14/07
 Attest: Marilyn Llanes [Signature]
~~Corporate Secretary~~
 Notary Public

By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal

Approved as to form and legal sufficiency

NOTARY PUBLIC-STATE OF FLORIDA
 Marilyn Llanes
 Commission # DD668838
 Expires: MAY 27, 2011
 BONDED THRU ATLANTIC BONDING CO., INC.

Assistant County Attorney

51

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: HAVEN ECONOMIC DEV. INC.

By: _____

Name: _____

Name: _____

Title: ^{BY} HARRIS M. MILLMAN, PRES.

Title: _____

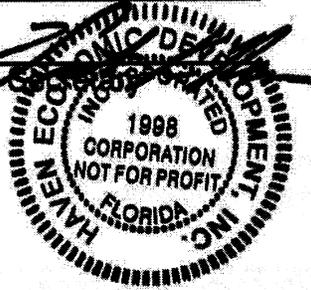
Date: 9-18-07

Date: _____

Attest: Corporate Secretary

Attest: _____
Clerk of the Board

Corporate Seal



Approved as to form and legal sufficiency

Assistant County Attorney

Date: 7/9/07

To: Andrew Zawoyski (P)
Chief Negotiator
Department of Procurement Management

From: Norma S. Armstrong
Chairperson
Affordable Housing Selection Committee

Subject: Report of Affordable Housing Selection Committee (AHSC) for RFQ No. (RFQ No. 95 Infill Housing Developer Pool)

The AHSC has completed the task of evaluating the proposals submitted in response to the above referenced Request for Qualifications ("RFQ") following the guidelines published in the solicitation as summarized below.

Committee meeting dates:

Kick-off Meeting: 4-11-07, Evaluation Meetings: 05-03-07, 05-24-07, 05-31-07 and 06-26-07 Reference Check Meetings: 07-05-07 and 07-06-07

Verification of compliance with contract measures:

Not applicable since the Review Committee did not assign any contract measures to this solicitation. It has been determined that Contract Measures are not applicable to the RFQ No. 95 at this stage of qualifications. The Work Order Proposal Requests will be sent to the Small Business Affairs Division of DPM as they occur for review. Measures may be applicable at that time.

Verification of compliance with minimum qualification requirements:

The solicitation did not have any minimum qualification requirements.

Summary of Scores and Final Ranking:

The AHSC decided not to hold oral presentations since the proposals did not require further clarification. The AHSC originally consisted of six voting members with representatives from the following County departments:

- 1) General Services Administration (GSA)
- 2) Office of Community and Economic Development (OCED)
- 3) Finance (FIN)
- 4) Miami-Dade Housing Agency (MDHA)
- 5) Housing Finance Administration (HFA)
- 6) Small Business Affairs Division of DPM

However, during the course of the evaluations the representative from MDHA was unable to continue due to a prior commitment; therefore, his scores were dropped from the evaluation process.

The remaining AHSC completed final ranking using the procedure detailed in RFQ 95 for determining pool participation. The AHSC determined that pool membership would include proposers that scored above the median score or 619 points.

The final scores are as follows:

Proposer	Technical Score (max.1000)
1. Habitat for Humanity of Greater Miami, Inc.	908
2. DFC Homes of Florida, Inc.	818
3. Keiko Investments, Inc.	813
4. Redevco Corporation	806
5. Personal Paradise Developers Inc.	802
6. NHS Housing Development, LLC	779
7. Miami Deemart Corporation, Inc.	775
8. Miami Dade Community Development, Inc.	765
9. Community Reinvestment Agency, Inc.	764
10. Housing Development LLC & COBO Construction Corp.	747
11. Haven Economic Development, Inc., a Florida Not for Profit Corporation	747
12. Centro Campesino Farmworker Center, Inc.	731
13. Custom Builder of Miami LLC	731
14. PHS Development, L.L.C.	726
15. Emerald Developers, LLC	723
16. H.A. Contracting Corp.	722
17. Palmetto Homes Of Miami, Inc.	712
18. St. John Community Development Corporation	689
19. D.A. Community Builders Inc	684
20. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture	680
21. Miami Dade Empowerment Trust, Inc.	666
22. JAG Homes & Development, LLC	646
23. Affordable Housing Programs Inc. & Lancaster Homes	645
24. Affordable Housing Solutions for Florida, Inc.	629
25. Equitable Housing Corp.	623
26. Lawrence Wright & Partners, LLC	616
27. Affordable New Homes, Inc.	581
28. La Cité Development LLC (ct. al)	574
29. Contractors Resource Center, Inc.	545
30. New Africa Developers INC	535
31. URGENT, Inc.	529
32. Cruz Construction Group, Inc.	506
33. Town Center Properties, LLC	505
34. BAME Development Corporation of South Florida, Inc	495
35. Piedroba Marine Construction	475
36. Waterhouse Construction Group, Inc.	451
37. Youth In Action Center, Inc., CDC	397
38. Disaal Construction	374
39. VOME, LLC	357
40. Dean Development Corp.	339
41. Adonal Design & Construction, Inc.	321
42. Five Stones Investments	313
43. People Helping People Achieve Goals, Inc.	243
44. Paragon Construction Unltd. Inc.	233

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45. The Carrie Meek Foundation	210
46. Wis's Engineering	192
47. 2 SBW & Associates	175
48. EDFM Corporation	102
49. Institute For Development	100
50. All American Investment Realty, Inc.	83

The following Proposers scoring above the median score of 619 Eligible for Pool Membership as established by the AHSC

Proposer	Technical Score (max.1000)
1. Habitat for Humanity of Greater Miami, Inc.	908
2. DFC Homes of Florida, Inc.	818
3. Keiko Investments, Inc.	813
4. Redevco Corporation	806
5. Personal Paradise Developers Inc.	802
6. NHS Housing Development, LLC	779
7. Miami Deemart Corporation, Inc.	775
8. Miami Dade Community Development, Inc.	765
9. Community Reinvestment Agency, Inc.	764
10. Housing Development LLC & COBO Construction Corp.	747
11. Haven Economic Development, Inc., a Florida Not for Profit Corporation	747
12. Centro Campesino Farmworker Center, Inc.	731
13. Custom Builder of Miami LLC	731
14. PHS Development, L.L.C.	726
15. Emerald Developers, LLC	723
16. H.A. Contracting Corp.	722
17. Palmetto Homes Of Miami, Inc.	712
18. St. John Community Development Corporation	689
19. D.A. Community Builders Inc	684
20. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture	680
21. Miami Dade Empowerment Trust, Inc.	666
22. JAG Homes & Development, LLC	646
23. Affordable Housing Programs Inc. & Lancaster Homes	645
24. Affordable Housing Solutions for Florida, Inc.	629
25. Equitable Housing Corp.	623

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as the highest ranked proposer is local.

Other Information: During the review of the proposals the following submissions were considered to be in violation of Miami-Dade County Code Section 2-8.1.1 Collusion and therefore were excluded from further participation in the process for the subject RFQ.

- 1) Flick Investments, Ltd.

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- 2) The Housing League
- 3) The Sweeting Group, Ltd
- 4) Fortified Homes, Inc.
- 5) Citywide Development Corporation
- 6) Better Homes Development Corporation

Request for authorization to enter into Contract for Pool Membership

It is recommended that the Infill Housing Developer Pool be established to include the 25 firms listed as shown above and authorization be given to enter into contracts with the selected firms.

Norma S. Armstrong, Procurement Contracting Officer, DPM

Copies of the score sheets are attached for each AHSC member, as well as a composite score sheet.

Reviewed:

Chief Negotiator

Date

56

RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

DANIA TIMMONS (FIN) - Sheet 1 of 7

*more info (slowly) post
 commercial real estate*

SELECTION CRITERIA	PROPOSERS	Maximum Points	EDFM Corporation	People Helping People Achieve Goals, Inc.	Keiko Investments, Inc.	Miami Dade Community Development, Inc.	Contractors Resource Center, Inc.	All American Investment Realty, Inc.	Institute For Development	Centro Campeño Farmerworker Center, Inc.
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	0	0	40	40	0	0	0	40
Proposer's construction financial capability		50	0	0	40	40	20	0	0	50
Proposer's approach to meeting time schedules and budgets		50	0	0	40	40	20	0	0	40
Proposer's marketing skills and ability to reach eligible households		30	0	0	30	30	30	0	0	30
Total Technical Points (Total of technical pws)		200	0	0	180	180	70	0	0	190

Dania W. Timmons
 SIGNATURE

4/24/07
 DATE

*Richard
 Oosthuizen*

LS

larger const. as well as well throughout the country
 Biobard

RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS
 DANIA TIMMONS (FIN) - Sheet 2 of 7

relationship to vizcaya enterprise

multi-facet big throughout the country
 more expensive James

SELECTION CRITERIA	PROPOSERS	Emerald Developers, LLC	D.A. Community Builders Inc	Wis's Engineering	Custom Builder of Miami LLC	Adonal Design & Construction, Inc.	Lawrence Wright & Partners, LLC	JAC Homes & Development, LLC	Five Stones Investments
Proposer's past performance and experience and that of the subcontractors or subcontractants	Maximum Points: 70	9 70	10 30	11 0	12 60	13 10	14 50	15 20	16 0
Proposer's construction financial capability	Maximum Points: 50	40	30	0	40	0	50	40	0
Proposer's approach to meeting time schedules and budgets	Maximum Points: 50	40	30	0	30	0	40	30	0
Proposer's marketing skills and ability to reach eligible households	Maximum Points: 30	30	30	0	30	0	30	20	0
Total Technical Points (Total of technical rows)	200	180	120	0	160	10	170	110	0

Dania W. Timmons
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6/26/07
 DATE

RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

BRANIA TIMMONS (FIN) Sheet 3 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	St. John Community Development Corporation	Miami Dade Empowerment Trust, Inc.	Flick Investments, Ltd.	The Housing League, Inc.	Sweeping Group, Ltd.	Fortified Homes, Inc.	Affordable Housing Solutions for Bopha, Inc.	Citywide Development Corporation
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	20	20					40	
Proposer's construction financial capability		50	30	20					40	
Proposer's approach to meeting time schedules and budgets		50	30	20					30	
Proposer's marketing skills and ability to reach eligible households		30	30	20					20	
Total Technical Points (Total of technical rows)		200	110	80					130	

Vanita W. Timmons
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DATE
4/26/07

(1) - Proposals being withdrawn, basis - collusion (letter being sent out by the finding issues to be discussed at a later point Procurement Director)

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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

DANIA TIMMONS (FIN) - Sheet 4 of 4

experience in
the N.E. Eastern
w/ Adanac
Developer + Const.
Services

SELECTION CRITERIA	PROPOSERS	Maximum Points	Equitable Housing Corp.	URGENT, Inc.	Youth in Action Center, Inc., CDC	Housing Development LLC & CODES Construction Corp.	Better Homes Development Corporation	La CRI Development LLC (et al)	NHS Housing Development, LLC	Habitat for Humanity of Greater Miami, Inc.
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	60	10	10	40		50	70	60
Proposer's construction financial capability		50	50	40	0	30		30	20	50
Proposer's approach to meeting time schedules and budgets		50	30	40	0	20		10	40	40
Proposer's marketing skills and ability to reach eligible households		30	20	0	0	30		10	30	30
Total Technical Points (Total of technical rows)		200	160	90	10	120		100	160	180

Dania Timmons
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DATE
10/26/09

joint venture consisting of
La CRI Dev. LLC
Dillion Wallace IV
DRC Urban Care LLC.

(1) Proposal being withdrawn, basis - collusion.
(2) Pending Issues - to be discussed later

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INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

DANIA TIMMONS (FIN) - Sheet 6 of 7

one man show

SELECTION CRITERIA	PROPOSERS	Maximum Points	PHS Development LLC	Community Reinvestment Agency, Inc.	H/A Contracting Corp.	Personal Paradise Developers Inc.	New Africa Developers INC	Heaven Economic Development, Inc., a Florida Not for Profit Corporation	BAILE Development Corporation of South Florida, Inc.	DFC Homes of Florida, Inc.
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	60	60	40	60	10	60	60	60
Proposer's construction financial capability		50	40	40	30	40	10	40	0	30
Proposer's approach to meeting time schedules and budgets		50	40	40	40	0	0	0	0	30
Proposer's marketing skills and ability to reach eligible households		30	30	30	30	30	30	30	0	30
Total Technical Points (Total of technical items)		200	170	170	120	130	50	130	60	150

Dania W. Timmons
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PHS Engineering Services
15100 Irvine Blvd
L29 Suite 100

52 properties
36 complete
DATE 10/10/07

1005

all sold except 2

Done 10/10/07
Daria W. Timmons

RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

DANIA TIMMONS (FIN) - Sheet 7 of 7

Commercial

SELECTION CRITERIA	PROPOSERS	Maximum Points	Palmetto Homes Of Miami, Inc.	Miami Decourt Corporation, Inc.	Fredrika Marine Construction	Dean Development Corp.	Town Center Properties, LLC	The Carrie Meek Foundation	VONT LLC	2 SIV & Associates
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	60	40	30	30	30	10	10	10
Proposer's construction financial capability		50	30	40	0	0	30	0	10	0
Proposer's approach to meeting time schedules and budgets		50	0	40	0	0	10	0	0	0
Proposer's marketing skills and ability to reach eligible households		30	20	30	0	20	20	0	0	0
Total Technical Points (Total of technical rows)		200	110	150	30	50	90	10	20	10

Dania W. Timmons
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06/20/07
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**RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS**

ORLANDO RIVERO (DBD) - Sheet 2 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Emerald Developers, LLC	D.A. Community Builders Inc	Wrs's Engineering	Custom Builder of Miami LLC	Adonal Design & Construction, Inc.	Lawrence Wright & Partners, LLC	JAG Homes & Development, LLC	Five Stones Investments
Proposer's past performance and experience and that of the subcontractors or consultants		70	45	66	59	63	64	66	67	50
Proposer's construction financial capability		50	48	45	40	43	42	45	42	40
Proposer's approach to meeting time schedules and budgets		50	48	44	40	44	43	44	45	32
Proposer's marketing skills and ability to reach eligible households		30	28	24	22	20	22	24	22	23
Total Technical Points (Total Technical Rows)		200	169	178	161	174	171	184	176	145

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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS
ORLANDO RIVERO (DBD) - Sheet 1 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	EDFM Corporation	People Helping People Achieve Goals, Inc. 2	Keiko Investments, Inc. 3	Miami Dade Community Development, Inc. 4	Contractors Resource Center, Inc. 5	All American Investment Realty, Inc. 6	Institute For Development 7	Centro 9 Campesino Farmer Center, Inc. 9
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	10	65	60	65	45	25	27	20
Proposer's construction financial capability		50	20	49	45	45	24	18	19	15
Proposer's approach to meeting time schedules and budgets		50	0	45	42	45	11	20	15	18
Proposer's marketing skills and ability to reach eligible households		30	0	25	26	24	28	7	8	9
Total Technical Points (Total of technical rows)		200	30	182	172	179	108	70	69	62


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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

ORLANDO RIVERO (DBD) - Sheet 3 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	St. John Community Development Corporation	Migrant Dade Employment Trust, Inc.	Flick Investments, Ltd.	The Housing League, Inc.	Sweating Group, Ltd.	Fortified Homes, Inc.	Atorvada Housing Solutions for Florida, Inc.	City Development Corporation
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	68	64	63	66	67	66	60	63
Proposer's construction financial capability		50	46	43	47	44	45	46	40	44
Proposer's approach to meeting time schedules and budgets		50	46	45	44	45	46	43	46	44
Proposer's marketing skills and ability to reach eligible households		30	23	24	26	25	26	22	25	24
Total Technical Points (Total of technical rows)		200	189	176					170	

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

ORLANDO RIVERO (DBD) - Sheet 4 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	25	26	27	28	29	30	31	32
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	62	64	65	63	66	68	64	65
Proposer's construction financial capability		50	42	43	48	46	47	49	48	46
Proposer's approach to meeting time schedules and budgets		50	43	41	44	43	45	46	44	45
Proposer's marketing skills and ability to reach eligible households		30	22	26	26	29	24	25	22	25
Total Technical Points (Total of Technical/rows)		200	169	173	183	183	181	186		181

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5-23-09

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**RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS**

ORLANDO RIVERO (DBD) - Sheet 5 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Affordable New Homes, Inc. 33	Dixiel Construction 34	Cruz Construction Group, Inc. 35	Waterhouse Construction Group, Inc. 36	Paragon Construction Unified, Inc. 37	Redenco Corporation 38	Affordable Housing Programs Inc. & Lancaster Homes 39	G01 Marketing, LLC/H. Capro Const. Corp. Joint Venture 40
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	64	65	65	67	42	68	67	65
Proposer's construction financial capability		50	43	44	44	45	20	46	42	44
Proposer's approach to meeting time schedules and budgets		50	44	43	45	46	22	44	45	46
Proposer's marketing skills and ability to reach eligible households		30	26	24	24	27	14	28	26	27
Total Technical Points (Total of technical rows)		200	199	196	198	195	98	186	180	182


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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

ORLANDO RIVERO (DBD) - Sheet 6 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	PHS Development, LLC 41	Community Reinvestment Agency, Inc. 42	H.A. Contracting Corp. 43	Personal Paradise Developers Inc. 44	New Africa Developers INC 45	Haven Economic Development, Inc. - a Florida Not for Profit Corporation 46	BAHE Development Corporation of South Florida, Inc. 47	DFC Homes of Florida, Inc. 48
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	68	59	68	63	65	64	68	68
Proposer's construction financial capability		50	49	46	47	43	45	48	47	43
Proposer's approach to meeting time schedules and budgets		50	46	44	43	44	41	46	45	42
Proposer's marketing skills and ability to reach eligible households		30	26	26	30	23	27	28	25	22
Total Technical Points (Sum of Technical rows)		200	184	183	188	173	178	186	185	175

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

ORLANDO RIVERO (DBD) - Sheet 7 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Palmetto Homes Of Miami, Inc.	Miami Decant Corporation, Inc.	Piedraza Marine Construction	Dean Development Corp.	Town Center Properties, LLC	The Carrie Meek Foundation	Vonc Oscar Frejo	2 SEW & Associates
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	62 49	65 50	62 51	62 52	65 53	60 59	62 56	20 52
Proposer's construction financial capability		50	42	45	43	43	42	40	40	30
Proposer's approach to meeting time schedules and budgets		50	43	45	44	42	44	39	40	25
Proposer's marketing skills and ability to reach eligible households		30	25	25	26	22	24	21	20	15
Total Technical Points (Total of Technical rows)		200	172	180	175	169	175	160	162	90

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5-29-07

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RFO NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

STEVEN MAYERS (GSA) - Sheet 1 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	EDFM Corporation	People Helping People Achieve Goals, Inc.	Kelco Investments, Inc.	Miami Dade Community Development, Inc.	Contractors Resource Center, Inc.	All American Investment Realty, Inc.	Institute For Development	Calmo Campesino Farmworker Center, Inc.
Proposer's past performance and experience and that of the subcontractors or consultants		70	15	10	70	30	20	5	20	70
Proposer's construction financial capability		50	0	0	50	50	50	0	0	0
Proposer's approach to meeting time schedules and budgets		50	0	0	30	0	-20	0	0	30
Proposer's marketing skills and ability to reach eligible households		30	0	0	30	30	30	0	0	30
Total Technical Points (Total of technical rows)		200	15	10	180	110	120	5	20	130

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**RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS**

STEVEN MAYERS (GSA) - Sheet 2 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Emerald Developers, LLC	D.A. Community Builders Inc	Wis's Engineering	Custom Builder of Mizani LLC	Adoral Design & Construction, Inc.	Lawrence Wright & Partners, LLC	JAG Homes & Development, LLC	Five Stones Investments
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	70	30	0	70	5	0	40	40
Proposer's construction financial capability		50	0	50	0	0	0	50	0	0
Proposer's approach to meeting time schedules and budgets		50	0	35	0	50	0	0	50	0
Proposer's marketing skills and ability to reach eligible households		30	20	25	0	10	0	0	30	0
Total Technical Points (Total of Technical rows)		200	90	140	0	130	5	50	120	40

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**RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS**

STEVEN MAYERS (GSA) - Sheet 3 of 7

SELECTION CRITERIA	PROPOSERS		St. John Community Development Corporation	Miami Dade Empowerment Trust, Inc.	Flick Investments, Ltd.	The Housing League, Inc.	Sweating Group, Ltd.	Fortified Homes, Inc.	Affordable Housing Solutions for Florida, Inc.	Citywide Development Corporation
	Maximum Points									
Proposer's past performance and experience and that of the subcontractors or subconsultants	70		70	70					70	
Proposer's construction financial capability	50		ϕ	50					50	
Proposer's approach to meeting time schedules and budgets	50		20	50					ϕ	
Proposer's marketing skills and ability to reach eligible households	30		30	30					ϕ	
Total Technical Points (Total of technical rows)	200		120	200					120	

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**RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS**

STEVEN MAYERS (GSA) - Sheet 4 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Equitable Housing Corp.	URGENT, Inc.	Youth In Action Center, Inc., CDC	Housing Development LLC & COBO Construction Corp.	Better Homes Development Corporation	La Cite Development LLC (ct. al)	NHS Housing Development, LLC	Habitat for Humanity of Greater Miami, Inc.
Proposer's past performance and experience and that of the subcontractors or consultants		70	50	40	50	70		20	70	70
Proposer's construction financial capability		50	50	0	0	50		0	35	50
Proposer's approach to meeting time schedules and budgets		50	0	30	0	30		40	50	50
Proposer's marketing skills and ability to reach eligible households		30	10	30	15	15		0	0	30
Total Technical Points (Total of Technical rows)		200	110	100	65	165		60	155	200

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

STEVEN MAYERS (GSA) - Sheet 5 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Affordable New Homes, Inc.	Disal Construction	Crz Construction Group, Inc.	Waterhouse Construction Group, Inc.	Paragon Construction Unltd, Inc.	Reidvco Corporation	Affordable Housing Programs Inc. & Lancaster Homes	601 Marketing, LLC, Capo Const. Corp. Joint Venture
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	35	35	35	70	35	70	70	40
Proposer's construction financial capability		50	25	10	∅	∅	∅	∅	∅	∅
Proposer's approach to meeting time schedules and budgets		50	20	∅	40	∅	∅	50	25	25
Proposer's marketing skills and ability to reach eligible households		30	10	25	10	∅	∅	30	15	25
Total Technical Points (Total of technical pms)		200	90	70	85	70	35	150	110	90

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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

STEVEN MAYERS (GSA) - Sheet 6 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	PHS Development, LLC	Community Reinvestment Agency, Inc.	H.A. Contracting Corp.	Personal Paradise Developers Inc.	New Africa Developers INC	Harvest Economic Development, Inc., a Florida Not for Profit Corporation	BAHE Development Corporation of South Florida, Inc.	DFC Homes of Florida, Inc.
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	70	70	70	70	30	70	70	70
Proposer's construction financial capability		50	0	0	0	50	50	0	0	50
Proposer's approach to meeting time schedules and budgets		50	25	25	50	50	25	50	0	40
Proposer's marketing skills and ability to reach eligible households		30	0	15	30	30	30	30	0	25
Total Technical Points (Total of Technical rows)		200	95	110	150	200	135	150	70	185

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

STEVEN MAYERS (GSA) - Sheet 7 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Palmetto Homes Of Miami, Inc.	Miami Doernert Corporation, Inc.	Prodelta Marine Construction	Dean Development Corp.	Town Center Properties, LLC	The Carrie Meek Foundation	Oscar Freijo VDAE, LLC	2 SBW & Associates WDA-12 construction
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	70	35	0	0	70	0	35	35
Proposer's construction financial capability		50	0	50	0	0	0	0	0	0
Proposer's approach to meeting time schedules and budgets		50	0	0	0	0	30	0	0	0
Proposer's marketing skills and ability to reach eligible households		30	30	10	0	0	25	0	0	0
Total Technical Points (Total of technical pws)		200	100	95	0	0	125	0	35	35

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCCE) - Sheet 1 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	EDFM Corporation	People Helping People Achieve Goals, Inc.	Kelko Investments, Inc.	Miami Dade Community Development, Inc.	Contractors Resource Center, Inc.	All American Investment Realty, Inc.	Institute For Development	Centro Campesino Farmerworker Center, Inc.
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	30	40	55	65	45	0	0	65
Proposer's construction financial capability		50	15	0	35	45	30	0	0	50
Proposer's approach to meeting time schedules and budgets		50	0	0	35	40	30	0	0	45
Proposer's marketing skills and ability to reach eligible households		30	0	0	25	25	25	0	0	30
Total Technical Points (Total of technical rows)		200	45	40	150	175	130	0	0	190

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 2 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Emerald Developers, LLC	D.A. Community Builders Inc	WFS's Engineering	Custom Builder of Miami LLC	Adonal Design & Construction, Inc.	Lawrence Wright & Partners, LLC	JAG Homes & Development, LLC	Five Stones Investments
Proposer's past performance and experience and that of the subcontractors or subcontractors		70	60	50	20	50	30	45	45	35
Proposer's construction financial capability		50	30	35	0	40	25	25	40	20
Proposer's approach to meeting time schedules and budgets		50	25	35	0	40	0	25	30	0
Proposer's marketing skills and ability to reach eligible households		30	25	25	0	20	0	0	20	0
Total Technical Points (Total of technical rows)		200	140	145	20	150	55	95	135	55

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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 3 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	St. John Community Development Corporation	Miami Dade Empowerment Trust, Inc.	Fiscal Investments, Ltd.	Third Housing League, Inc.	Seaweed Group, Ltd.	Fiscal Homes, Inc.	Affordable Housing Solutions for Florida, Inc.	Citywide Development Corporation
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	55	40	60	60	60	60	45	65
Proposer's construction financial capability		50	40	40	45	45	45	45	20	50
Proposer's approach to meeting time schedules and budgets		50	35	30	0	0	0	0	0	45
Proposer's marketing skills and ability to reach eligible households		30	20	20	20	20	20	20	30	25
Total Technical Points (Total of Technical rows)		200	150	130	135	125	125	125	95	185

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* Eliminated Due to Collusion

RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 4 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Equitable Housing Corp.	URGENT, Inc.	Youth In Action Center, Inc., CDC	Housing Development LLC & COBO Construction Corp.	Baker Homes Development Corporation	La C&E Development LLC (et al)	MHS Housing Development, LLC	Habitat for Humanity of Greater Miami, Inc.
Proposer's past performance and experience and that of the subcontractors or consultants		70	45	55	60	55	60	60	60	65
Proposer's construction financial capability		50	25	35	40	35	45	20	25	45
Proposer's approach to meeting time schedules and budgets		50	0	0	0	40	40	35	40	45
Proposer's marketing skills and ability to reach eligible households		30	0	0	0	20	20	15	20	25
Total Technical Points (Total of legible rows)		200	70	90	100	150	165	130	145	180

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5/23/07
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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 5 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Affordable New Homes, Inc.	Disaal Construction	Cruz Construction Group, Inc.	Waterhouse Construction Group, Inc.	Paragon Construction Unitl, Inc.	Redveco Corporation	Affordable Housing Programs Inc. & Lancaster Homes	G01 Marketing, LLC, Capa Const. Corp. Joint Venture
Proposer's past performance and experience and that of the subcontractors or consultants		70	55	35	55	60	30	65	60	55
Proposer's construction financial capability		50	35	20	25	0	25	45	35	45
Proposer's approach to meeting time schedules and budgets		50	35	0	0	0	0	35	35	45
Proposer's marketing skills and ability to reach eligible households		30	20	0	20	20	0	25	20	25
Total Technical Points (Total of technical rows)		200	145	55	100	80	55	170	150	170

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5/23/07
DATE

RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 6 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	PMS Development, LLC	Community Reinvestment Agency, Inc.	H.A. Contracting Corp.	Personal Paradise Developers Inc.	New Africa Developers INC	Haven Economic Development, Inc., a Florida Not for Profit Corporation	BAHE Development Corporation of South Florida, Inc	DFC Homes of Florida, Inc.
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	50	60	60	60	25	55	55	60
Proposer's construction financial capability		50	30	45	25	40	25	25	25	50
Proposer's approach to meeting time schedules and budgets		50	40	40	25	35	20	40	0	40
Proposer's marketing skills and ability to reach eligible households		30	25	30	25	25	15	25	20	25
Total Technical Points (Total of technical items)		200	145	175	145	160	85	145	100	175

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5/23/07
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RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

MARIA RODRIGUEZ-PORTO (OCED) - Sheet 7 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Palmetto Homes Of Miami, Inc.	Miami Decourt Corporation, Inc.	Proctora Marine Construction	Dean Development Corp.	Town Center Properties, LLC	The Carrie Meek Foundation	Yonick LLC	2 SBW & Associates
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	65	65	65	60	35	20	40	20
Proposer's construction financial capability		50	45	50	50	φ	35	φ	30	φ
Proposer's approach to meeting time schedules and budgets		50	20	20	φ	φ	30	φ	φ	φ
Proposer's marketing skills and ability to reach eligible households		30	25	30	20	φ	20	φ	φ	φ
Total Technical Points (Total of technical rows)		200	165	175	135	60	120	20	70	20

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5/23/07
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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 1 of 7

*NO - Not developed
 information*

SELECTION CRITERIA	PROPOSERS	Maximum Points	1	2	3	4	5	6	7	8
Proposer's past performance and experience and that of the subcontractors or subcontractants	EDFM Corporation	70	6	5	4.5	4.5	3.5	2	7	5.5
Proposer's construction financial capability	People Helping People Achieve Goals, Inc.	50	2	2	2.2	3.0	3.0	2	1	4.0
Proposer's approach to meeting time schedules and budgets	Kelco Investments, Inc.	50	2	2	3.2	3.0	3.0	2	1	4.0
Proposer's marketing skills and ability to reach eligible households	Miami Dade Community Development, Inc.	30	2	2	2.2	1.8	2.2	2	2	2.4
Total Technical Points (Total of technical rows)	Contractors Resource Center, Inc.	200	12	11	13.1	12.1	11.7	8	11	15.9

SIGNATURE

DATE

Jose Pons
 6/28/07

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 2 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Emerald Developers, LLC	D.A. Community Builders Inc	Wes's Engineering	Custom Builder of Miami LLC	Adonal Design & Construction, Inc.	Lawrence Wright & Partners, LLC	JAG Homes & Development, LLC	Five Stones Investments
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	48	30	2	42	28	42	36	25
Proposer's construction financial capability		50	38	28	3	30	20	30	27	18
Proposer's approach to meeting time schedules and budgets		50	38	28	3	30	20	30	27	18
Proposer's marketing skills and ability to reach eligible households		30	23	15	3	15	12	15	15	12
Total Technical Points (Total of technical rows)		200	144	101	11	117	80	117	105	73

Jose Pons
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01/24/02
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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 3 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	St. John 17	Miami Dade Empowerment Trust, Inc. 18	Flick Investments, Inc. 19	The Housing League, Inc. 20	Sweeping Group, Ltd. 21	Fortified Homes, Inc. 22	Affordable Housing Solutions for Florida, Inc. 23	Citywide Development Corporation 24
Proposer's past performance and experience and that of the subcontractors or subcontractors		70	50	28	41	X	X	X	41	X
Proposer's construction financial capability		50	29	20	29				29	29
Proposer's approach to meeting time schedules and budgets		50	29	20	29				29	29
Proposer's marketing skills and ability to reach eligible households		30	18	12	15				15	15
Total Technical Points (Total of technical rows)		200	126	80	110	110	110	110	114	110

Jose Pons
 SIGNATURE

6/26/07
 DATE

5/20/07

RFQ NO. 95
INFILL HOUSING DEVELOPER POOL
EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 4 of 7

5/20/07

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SELECTION CRITERIA	PROPOSERS	Maximum Points	Equitable Housing Corp.	URGENT, Inc.	Youth In Action Center, Inc., CDC	Housing Development LLC & COBO Construction Corp.	Better Homes Development Corporation	La Cité Development LLC (et al)	NHS Housing Development LLC	Habitat for Humanity of Greater Miami, Inc.
Proposer's past performance and experience and that of the subcontractors or subconsultants		70	41	30	15	50	41	43	43	60
Proposer's construction financial capability		50	29	20	5	31	41	20	27	41
Proposer's approach to meeting time schedules and budgets		50	29	14	14	30	41	20	41	41
Proposer's marketing skills and ability to reach eligible households		30	15	12	5	18	18	15	20	25
Total Technical Points (Total of technical rows)		200	114	76	39	129	50	98	131	167

Jose Pons
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DATE
6/26/07

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RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 5 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Affordable New Homes, Inc.	Disal Construction	Crux Construction Group, Inc.	Waterhouse Construction Group, Inc.	Paragon Construction Unltd, Inc.	Rodewco Corporation	Affordable Housing Programs Inc. & Lancaster Homes	G01 Marketing, LLC/ Cabo Const. Corp. Joint Venture
Proposer's past performance and experience and that of the subcontractors or subconsultants		20	42	28	25	28	20	49	50	40
Proposer's construction financial capability		50	20	15	19	19	5	34	20	20
Proposer's approach to meeting time schedules and budgets		30	25	10	19	19	5	34	20	20
Proposer's marketing skills and ability to reach eligible households		30	12	10	10	10	5	23	15	18
Total Technical Points (Total of technical rows)		200	99	63	73	76	35	140	105	98

Jose Pons
 SIGNATURE

6/26/07
 DATE

Handwritten notes and signatures

RFQ NO. 95
 INFILL HOUSING DEVELOPER POOL
 EVALUATION OF PROPOSALS

JOSE PONS (HFA) - Sheet 7 of 7

SELECTION CRITERIA	PROPOSERS	Maximum Points	Palmco Homes Of Miami, Inc.	Miami Decemat Corporation, Inc.	Prodhba Marine Construction	Dean Development Corp.	Tomn Center Properties, LLC	The Carlie Meek Foundation	Oscar Freijo VDNE	2 SEW & Associates
Proposer's past performance and experience and that of the subcontractors or subcontractants		70	47	47	47	30	20	20	28	20
Proposer's construction financial capability		50	29	35	30	5	20	10	15	11
Proposer's approach to meeting time schedules and budgets		50	35	35	30	5	20	10	18	15
Proposer's marketing skills and ability to reach eligible households		30	24	24	18	5	20	15	12	10
Total Technical Points (Total of technical rows)		200	138	141	135	45	25	65	70	56

Jose Pons
 SIGNATURE

6/26/07
 DATE

Memorandum



Date: May 8, 2007

To: Norma Armstrong, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager *GBurgess*

Subject: Affordable Housing Evaluation/Selection Committee for the General Services Administration
Department Request for Qualifications for Infill Housing Developer Pool - RFQ No. 95
(Substitution #2)

Please be advised that I am substituting Maria Rodriguez-Porto of the Office of Community and Economic Development in place of Rickert Glasgow of the same department (see attachment). Should you have any questions, please refer them to Sharon Ryland of the Department of Procurement Management at (305) 375-3133.

Selection Committee

Norma Armstrong, DPM (Non-Voting Chairperson)
Steven Mayers, GSA
Maria Rodriguez-Porto, OCED
Patrick Brown, MDHA
Jose Pons, HFA
Danla Timmons, Finance
Orlando Rivero, DBD
Robert Warren, GSA (Alternate)

Technical Advisors (Non-Voting)

Elva Marin, GSA
DeWayne Little, GSA

Attachment

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Jose Cintron, Director, OCED
Kris Warren, Director, MDHA
Patricia Braynon, Director, HFA
Rachel Baum, Director, Finance

**AFFORDABLE HOUSING EVALUATION/SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION DEPARTMENT
REQUEST FOR QUALIFICATIONS
INFILL HOUSING DEVELOPER POOL**

**RFQ NO. 95
(SUBSTITUTION #2)**

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Norma Armstrong Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5683
Steven Mayers Real Estate Advisor	GSA	2006	Black Male	Juris Doctorate Masters in Government and Politics	Licensed Attorney in the State of Pennsylvania	(305) 375-1688
Maria Rodriguez-Porto Engineer 3	OCED	1991	Hispanic Female	Bachelor of Science in Industrial Engineering	N/A	(305) 375-3664
Patrick Brown, Director Public Housing Division	MDHA	1990	Black Male	Master of Science in Construction Management Bachelor of Science in Construction Management Associates of Royal Chartered Institute of Builders	State of Florida Licensed General Contractor	(305) 844-5123
Jose Pons Assistant Administrator	HFA	1986	Hispanic Male	Bachelor of Professional Studies with a concentration in Business	Real Estate Mortgage Broker (Inactive)	(305) 372-7990
Dania Timmons Assistant Controller	Finance	1990	Hispanic Female	Bachelor of Science in Accounting	CPA	(305) 375-5111
Orlando Rivero Administrative Officer 3	DBD	1988	Hispanic Male	Ph.D. in Business' Management Master of Public Administration Bachelor of Business Administration	N/A	(305) 375-5411
Robert Warren Real Estate Advisor Real Estate Development Section (Alternate)	GSA	2006	White Male	Masters in Urban and Regional Planning Bachelor of Arts in Sociology	Real Estate Broker (Inactive)	(305) 375-5843
TECHNICAL ADVISORS (NON-VOTING)						
Elva Marin Chief Real Estate Officer	GSA	1990	Hispanic Female	Master of Business Administration Bachelor of Science in Design	Real Estate	(305) 375-5764
DeWayne Little Urban Land Development Manager	GSA	2002	White Male	Bachelor of Arts in Political Science and Public Administration	N/A	(305) 375-2181

Memorandum

MIAMI-DADE
COUNTY

Date: September 6, 2007

To: Andrew Zawoyski
Chief Negotiator
Department of Procurement Management

From: Norma S. Armstrong
Chairperson *NAS*
Affordable Housing Selection Committee

Subject: Report of Affordable Housing Selection Committee (AHSC) for RFQ No. (RFQ No. 95 Infill Housing Developer Pool) - Revised

This memo substitutes the previous evaluation memo issued on subject matter. The substitute memo is necessary to document certain procedural matters pertaining to this solicitation, as stated below. The AHSC has completed the task of evaluating the proposals submitted in response to the above referenced Request for Qualifications ("RFQ") following the guidelines published in the solicitation as summarized below.

Committee meeting dates:

Kick-off Meeting: 4-11-07, Evaluation Meetings: 05-03-07, 05-24-07, 05-31-07, 06-26-07 and 08-31-07
Reference Check Meetings: 07-05-07 and 07-06-07.

Verification of compliance with contract measures:

Not applicable since the Review Committee did not assign any contract measures to this solicitation. It has been determined that Contract Measures are not applicable to the RFQ No. 95 at this stage of qualifications. The Work Order Proposal Requests will be sent to the Small Business Affairs Division of DPM as they occur for review. Measures may be applicable at that time.

Verification of compliance with minimum qualification requirements:

The solicitation did not have any minimum qualification requirements.

Summary of Scores and Final Ranking:

The AHSC decided not to hold oral presentations since the proposals did not require further clarification. The AHSC originally consisted of six voting members with representatives from the following County departments:

- 1) General Services Administration (GSA)
- 2) Office of Community and Economic Development (OCED)
- 3) Finance (FIN)
- 4) Miami-Dade Housing Agency (MDHA)
- 5) Housing Finance Administration (HFA)
- 6) Small Business Affairs Division of DPM

However, during the course of the evaluations the representative from MDHA was unable to continue due to a prior commitment; therefore, his scores were dropped from the evaluation process.

The remaining AHSC completed final ranking using the procedure detailed in RFQ 95 for determining pool participation. The AHSC determined that pool membership would include proposers that scored above the median score or 559 points.

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The final scores are as follows:

Proposer	Technical Score (max.1000)
1. Habitat for Humanity of Greater Miami, Inc.	908
2. DFC Homes of Florida, Inc.	818
3. Keiko Investments, Inc.	813
4. Redevco Corporation	806
5. Personal Paradise Developers Inc.	802
6. NHS Housing Development, LLC	779
7. Miami Deemart Corporation, Inc.	775
8. Miami Dade Community Development, Inc.	765
9. Community Reinvestment Agency, Inc.	764
10. Housing Development LLC & COBO Construction Corp.	747
11. Haven Economic Development, Inc., a Florida Not for Profit Corporation	747
12. Centro Campesino Farmworker Center, Inc.	731
13. Custom Builder of Miami LLC	731
14. PHS Development, L.L.C.	726
15. Emerald Developers, LLC	723
16. H.A. Contracting Corp.	722
17. Palmetto Homes Of Miami, Inc.	712
18. St. John Community Development Corporation	689
19. Better Homes Corporation	688
20. D.A. Community Builders Inc	684
21. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture	680
22. Miami Dade Empowerment Trust, Inc.	666
23. JAG Homes & Development, LLC	646
24. Affordable Housing Programs Inc. & Lancaster Homes	645
25. Equitable Housing Corp.	623
26. Lawrence Wright & Partners, LLC	616
27. Affordable New Homes, Inc.	581
28. La Cité Development LLC (ct. al)	574
29. Contractors Resource Center, Inc.	545
30. New Africa Developers INC	535
31. URGENT, Inc.	529
32. Cruz Construction Group, Inc.	506
33. Town Center Properties, LLC	505
34. BAME Development Corporation of South Florida, Inc	495
35. Piedroba Marine Construction	475
36. Waterhouse Construction Group, Inc.	451
37. Citywide Development Corporation	447
38. Youth In Action Center, Inc., CDC	397
39. Affordable Housing Solutions for Florida, Inc.	385
40. Disaal Construction	374
41. VOME, LLC	357
42. Dean Development Corp.	339

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43. The Sweeting Group	328
44. The Housing League	326
45. Fortified Homes, Inc.	323
46. Adonai Design & Construction, Inc.	321
47. Five Stones Investments	313
48. People Helping People Achieve Goals, Inc.	243
49. Paragon Construction Unltd. Inc.	233
50. The Carrie Meek Foundation	210
51. Flick Investments, Ltd.	194
52. Wis's Engineering	192
53. 2 SBW & Associates	175
54. EDFM Corporation	102
55. Institute For Development	100
56. All American Investment Realty, Inc.	83

The following Proposers scoring above the median score of 559 and are eligible for Pool Membership as established by the AHSC.

Proposer	Technical Score (max.1000)
1. Habitat for Humanity of Greater Miami, Inc.	908
2. DFC Homes of Florida, Inc.	818
3. Keiko Investments, Inc.	813
4. Redevco Corporation	806
5. Personal Paradise Developers Inc.	802
6. NHS Housing Development, LLC	779
7. Miami Deemart Corporation, Inc.	775
8. Miami Dade Community Development, Inc.	765
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17. Palmetto Homes Of Miami, Inc.	712
18. St. John Community Development Corporation	689
19. Better Homes Corporation	688
20. D.A. Community Builders Inc	684
21. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture	680
22. Miami Dade Empowerment Trust, Inc.	666
23. JAG Homes & Development, LLC	646
24. Affordable Housing Programs Inc. & Lancaster Homes	645
25. Equitable Housing Corp.	623
26. Lawrence Wright & Partners, LLC	616

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27. Affordable New Homes, Inc.	581
28. La Cité Development LLC (ct. al)	574

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as the highest ranked proposer is local.

Other Information: During the review process several proposals (1-6, as listed below) were being reviewed for possible violation of the Miami-Dade County Code Section 2-8.1.1 concerning collusion; and were initially excluded from evaluation by the AHSC. Because of a lengthy responsibility review and to meet necessary time frames, the Committee was instructed to evaluate those proposals and await the completion of a responsibility review being handled by the Department of Procurement Management. A meeting to evaluate those proposals was held on August 31, 2007, and the scores as submitted by the Committee were then incorporated into the same formula used to determine which firms would be recommended for award. Previously, the Committee decided to use the median score of all evaluated proposals as a cut-off point for those who would be considered and those who would not be recommended for award. With the additional proposals scores, the median score changed from 619 to 559. This change resulted in three additional firms falling within the zone of consideration. As was true with the other recommended proposers, a complete responsibility review will need to take place for these additional firms. While this review continues, the County will forward for recommendation those 10 firms that have scored above the 559 median score and were found to be responsive and responsible. Proposals 1-6, as stated above, are as follows:

- 1) Flick Investments, Ltd.
- 2) The Housing League
- 3) The Sweeting Group, Ltd
- 4) Fortified Homes, Inc.
- 5) Citywide Development Corporation
- 6) Better Homes Development Corporation

In preparation for the interviews with firms regarding collusion, DPM also determined that the firms shown as 7 and 8, below were may also be in violation of Section 2-8.1.1.

- 7) Affordable Housing Programs Inc. & Lancaster Homes
- 8) Affordable Housing Solutions for Florida, Inc.

Additionally, during the evaluation process Redevco Corporation requested to be withdrawn from further participation in the RFQ process.

The following firms were determined by DPM to be non-responsive:

- 1) Miami-Dade Empowerment Trust
- 2) Miami Deemart Corporation, Inc

Firms remaining consideration are as follows:

Proposer	Technical Score (max. 1000)
1. Habitat for Humanity of Greater Miami, Inc.	908
2. DFC Homes of Florida, Inc.	818
3. Keiko Investments, Inc.	813
4. Personal Paradise Developers Inc.	802
5. NHS Housing Development, LLC	779
6. Miami Dade Community Development, Inc.	765
7. Community Reinvestment Agency, Inc.	764
8. Housing Development LLC & COBO Construction Corp.	747
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17. GO1 Marketing, LLC/H. Capo Const. Corp. Joint Venture	680
18. JAG Homes & Development, LLC	646
19. Equitable Housing Corp.	623
20. Lawrence Wright & Partners, LLC	616
21. Affordable New Homes, Inc.	581
22. La Cité Development LLC (ct. al)	574

Request for authorization to enter into Contract for Pool Membership

It is recommended that the Infill Housing Developer Pool be established to include the 22 firms listed as shown above and authorization be given to enter into contracts with the selected firms.

Norma S. Armstrong, Procurement Contracting Officer, DPM

Copies of the score sheets are attached for each AHSC member, as well as a composite score sheet.

Reviewed:

 Chief Negotiator

 Date

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