



**REQUEST FOR PROPOSALS (RFP) No. 7THAV2018-002  
FOR  
NW 7<sup>TH</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY  
EVENT MANAGEMENT, PRODUCTION & PROMOTION SERVICES FOR THE  
UPTOWN AVENUE 7 STREET FAIR & ART BAZAAR**

ISSUED BY MIAMI-DADE COUNTY:

NW 7<sup>th</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY (Agency)  
OFFICE OF MANAGEMENT AND BUDGET (OMB)

**PROPOSAL RESPONSES DUE:  
June 25, 2018 5:00 pm EST**

Contacts for this Solicitation:  
Chimene Y. Graham  
111 NW 1<sup>st</sup> Street, Suite 2200, Miami, Florida 33128  
(305) 375-5143  
[cgraham@miamidade.gov](mailto:cgraham@miamidade.gov)

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

**All proposals received and time stamped prior to the proposal submittal deadline shall be accepted as timely submitted.** Proposals received after the Proposal due date and time are late and will not be considered. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (Agency) will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the Agency, or any work performed in connection therewith, shall be borne by the Proposer(s).

**The submittal of a proposal by a Proposer will be considered by the Agency as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The Agency will only consider the latest version of the proposal.**

Requests for additional information or inquiries must be made in writing and received by the Miami-Dade County contact person identified in this solicitation. The Agency will issue responses to inquiries and any changes to this solicitation it deems necessary in written addenda issued prior to the proposal due date and to all potential Proposers.

**A complete RFP application can be found online at: <http://www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp>**

***Responses received after the date and time printed above, will not be accepted or considered.***

## 1.0 AGENCY OVERVIEW & GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

In order to stimulate and support the re-development of the NW 7th Avenue corridor, the NW 7th Avenue Community Redevelopment Agency (Agency) was created and its Board of Commissioners (Board) appointed by the Miami-Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.04-124, as amended, in 2004. The Board also adopted Resolution No. R-661-12, which approved the re-development plan (Plan) for the Redevelopment Area. In addition to the Plan, the Agency's Board of Commissioners has also developed a 12-point Economic Development Action Plan (Action Plan), in which supporting the growth, expansion, and creation of new businesses in the Redevelopment Area is a critical priority.

Additionally, the BCC adopted the following:

- a) Resolution No. 293-04, dated March 16, 2004, determined the Redevelopment Area to be blighted, as defined in Section 163.340 Florida Statutes;
- b) Ordinance No. 06-18, dated February 07, 2006 created the Agency and appointed the members of the Agency Board;
- c) Resolution No. R-780-04, dated June 22, 2004 approved the Redevelopment Plan;
- d) Ordinance No. 04-124, dated June 22, 2004 established a redevelopment trust fund pursuant to Section 163.387 Florida Statutes, for deposit of tax increment revenues generated from the Redevelopment Area;
- e) Resolution No. 223-11, dated April 4, 2011 adopted a Finding of Necessity for expansion of the Redevelopment Area; and,
- f) Resolution 661-12, dated September 6, 2012 adopted an amended Redevelopment Plan for the expanded area.

Supplementary background information about the NW 7<sup>th</sup> Avenue Agency Redevelopment Plan can be found at:  
<http://www.miamidade.gov/redevelopment/library/plans/nw-7th-avenue-community-redevelopment.pdf>

### 1.2 Community Redevelopment Area Background

NW 7th Avenue has historically been an important commercial corridor in North Miami-Dade. Prior to the construction of Interstate I-95, Route 441, which includes all of NW 7th Avenue, was the main North-South highway connecting Miami to Atlanta. Although undergoing a period of decline in the 1960's and 1970's, NW 7th Avenue is poised to play an important role in the future of the Miami-Dade regional economy.

The Community Redevelopment Area (Area) Market Area — the 3-mile radius surrounding the Area, is a major regional sub-market. Over 483,000 people live within the Agency Market Area — if it was its own city, it would be the second largest City in Florida. The Area's Market Area is home to just over 9,596 business establishments, employing over 120,000, representing 12% of the County's businesses and 13% of its jobs base. 2017,174 employed workers live within the Market Area, representing 17% of the County's employed workers. Total annual household income in the Area's Market Area is over \$7.5 billion, or 13% of Miami-Dade County's.

The Area and its Market Area have continued to grow since the recession, expanding business establishments by 9%, paid employees by 20%, and total business payroll by 42%. Its growth has surpassed the County, which grew businesses by 10%, employees by 15%, and total payrolls by 28%.

The Area is home to a diverse mix of 396 primarily small businesses, which employ over 2,800 persons, in retail, education, automobile dealers, parts and repairs, health care, and electronic and precision equipment repair and maintenance.



Recent new businesses in the Area, some developed with the help of funding received from the Agency, include a green technology incubator, high-end print services, personal health care products manufacturer, law firm, and a planned 200-room hotel. *Magnus Media*, Marc Anthony's global music production and talent management agency, is the Agency's newest resident.

Many of the region's most important economic assets are within minutes of the Area, including: 1) 20 minutes of Miami International Airport and Free Trade Complex, 2) 23 minutes from Fort Lauderdale-Hollywood International Airport, 3) 14 minutes from Miami-Opa Locka Executive Airport, 4) 15 minutes from the Port of Miami, and 5) 22 minutes from Port Everglades.

The Area borders Interstate 95 on its east edge; one of the most heavily traveled sections of interstate highway in the country. The Area is also extensively served by every mode of transportation, making it Miami's, and one of Florida's, most connected and accessible corridors.

Further, the Area provides a considerable opportunity for development and job creation. The more than 70 acres of vacant and underutilized property within the Area can accommodate a minimum of 1.3 million square feet of new development.

The Area encompasses both the east and west sides of NW 7th Avenue and is the geographic area bounded on the North by NW 119 Street, bounded on the East by Interstate 95, bounded on the West by the property lines of the properties which abut NW 7th Avenue and on the south by NW 80 Street and the area generally bounded on the North by the City of Miami Gardens, bounded on the East by Interstate 95, bounded on the West by the westernmost property lines of the parcels which abut the westerly right of way along NW 7th Avenue, and on the South by the City of North Miami. Please refer to the Redevelopment Area Map in Appendix A attached hereto and incorporated herein by reference.

The Area is a key location that supports the expansion, creation and diversification of the Miami-Dade economy. The Agency's economic development goals are as follows:

- Re-position 7th Avenue as a major regional employment center;
- support the growth and expansion of existing business located within the Redevelopment Area;
- support development of new businesses in the Redevelopment Area;
- support new job creation, training, and increase employment opportunities for residents of Northwest Miami-Dade County;
- support the aspirations of the residents living in the Redevelopment Area to improve home values, safety, and the neighborhood, and;
- execute an economic development program that delivers results within its financial means.

Additional information about the Agency, including the Agency's Redevelopment Plan, an Economic Opportunity Assessment & Economic Development Action Plan and program offerings, can be obtained online: <http://www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp>.

The Redevelopment Plan identifies six priority economic development projects and programs (along with strategies) and takes into consideration the surrounding community. The six projects areas are: (1) attraction of large users creating jobs and/or constructing facilities; (2) construction of new retail/office facilities; (3) rehabilitation of existing, useable and viable structures; (4) attraction of new jobs in office/retail/restaurants; (5) development of a business incubator program; and (6) development of light industry with "clean" uses that can take advantage of the sight access to I-95. The Agency's Board currently administers two grant programs to assist local business within the redevelopment area.

### 1.3 Procurement Objectives

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the NW 7th Avenue Corridor isn't well known therefore, some members of the public incorrectly perceive the neighborhood to be a high crime area.

The Agency's Board has developed a 12-point Economic Development Action Plan (Action Plan), in which supporting the growth, expansion, and creation of new small- and mid-sized businesses in the Redevelopment Area is a critical priority. Multiple recent studies of the Area, including the Agency's own Economic Opportunity Analysis note that:

- Small- and medium-size business growth is key to the Area's future;
- Small business growth in North Miami-Dade, including the Redevelopment Area, supported job creation while larger firms closed operations;
- The rate of new business formation among minorities is, in some cases, three times that of the majority population, and needs adequate support systems if it is to continue; and
- The NW 7<sup>th</sup> Avenue Corridor, despite its many strengths and strategic advantages, has a brand identity issue.

As part of its Action Plan, the Agency embarked on a re-branding and marketing plan to the region; promoting the Corridor's strengths, variety of significant business, locational advantages, low crime rate, and new business formation rate. The key components of the Agency's marketing program was its re-branding as Uptown Avenue 7 in 2014 and holding marketing and informational events, including the first Uptown Avenue 7 Street Fair and Art Bazaar (Street Fair) in November 2016. Attached hereto is Appendix C, which is an example of the advertisement that was used for the 2016 Street Fair.

The Agency is soliciting a Request for Proposals (RFP) for a qualified firm/company (Proposers) to provide event management, production, promotional and marketing for the 2018 Uptown Avenue 7 Street Fair & Bazaar (Street Fair) to include concept development, planning, day of coordination, overall event management & logistics, budget management, programming, implementation and production.

Upon approval by the Agency's Board, the selected proposer will work with the Agency's Economic Development Coordinator and staff to design, conduct, and manage the Agency's Street Fair. The qualified firm/company selected shall have as their primary responsibilities ("Scope of Work Services") the following:

**a) Event Design:**

1. Site selection, and recommend site for the Street Fair to the Agency's Board
2. Parking logistics
3. Street Fair program design — recommend event program to the Agency's Board
4. Street Fair site plan
5. Signage design and installation
6. Complete detailed line-item budget for the Street Fair

**b) Event Organization:**

1. Event set-up and tear-down
2. Arrange security
3. Procure all required permitting
4. Arrange for music, sound-system(s), stage(s), etc.
5. Arrange for food vendors, food service, food trucks, etc.
6. Design and procure all required furniture and fixtures. Including tents, benches, electrical power, generators, lighting, porta-potty's, etc.
7. Arrange for set-up and removal of all furniture and fixtures
8. Provide staff to manage the event

**c) Media and Promotions:**

1. Design event logo and marketing material

2. Arrange and manage marketing, using multiple media and communications outlets, including print, electronic and social media campaign
3. Arrange television and radio guest appearances to market the Agency, the Area and the community
4. Produce an event promotional video – 60 seconds – in multiple formats
5. Produce final event video – 3 minutes
6. Design, recommend, and purchase event promotional items, including, but not limited to T-shirts, posters, cups, mugs, etc.

**d) Street Fair Funding:**

1. Design a practical funding strategy to raise funds to offset the Agency's costs for the event
2. Identify and approach philanthropic donors, businesses, elected officials and others to provide grants, in-kind services, purchase advertising, underwrite, or otherwise fund the Street Fair.

The Agency anticipates awarding a contract for up to one (1) year at the sole discretion of the Agency. The option to renew will also be at the sole discretion of the Agency.

The Agency has adopted the procurement standards of Miami-Dade County, including but not limited to all applicable codes, County Commission resolutions, and administrative and implementing orders pertaining to these standards. Accordingly, any reference to such applicable codes, County Commission resolutions, and administrative and implementing orders shall be construed to apply to this Solicitation.

The Agency Board has approved a maximum of \$50,000 for the entire annual marketing and outreach efforts to promote the CRA. The Street Fair is one of several projects/programs the CRA Board anticipates undertaking.

#### **1.4 Procurement Schedule**

The anticipated schedule for this Solicitation is as follows:

- |                                      |                         |
|--------------------------------------|-------------------------|
| • Solicitation Issued:               | June 4, 2018            |
| • Deadline for Receipt of Questions: | June 11, 2018           |
| • Proposal Due Date:                 | June 25, 2018           |
| • Evaluation Process Concludes:      | June 29, 2018           |
| • Oral Presentation, if Conducted:   | July 2 - 3, 2018        |
| • Projected Award Date:              | July 2018               |
| • Negotiating Period:                | July 12 – July 13, 2018 |
| • Projected Contract Start Date:     | July/August 2018        |
| • Uptown Avenue 7 Street Fair:       | November/December 2018  |

The CRA reserves the right to alter scheduled dates if necessary.

#### **1.5 General Proposal Information**

The Agency may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; postpone, cancel or re-advertise this RFP process at any time; further negotiate project scope and fees; or waive any irregularities in this RFP or in the responses received as a result of this process. In the event that the successful proposer does not execute a contract within a timeframe acceptable to the Agency, the Agency may give notice of intent to negotiate with the next most qualified proposer or to solicit new responses and may proceed to act accordingly.

The Agency reserves the right to accept or reject any and all responses, to waive any irregularities or informalities in any response or in the RFP process, and to accept or reject any items or combination of items. The award will be to the proposer whose response complies with all of the requirements set forth in this RFP and whose response, in the sole opinion of the Agency, is best taking into consideration all aspects of the proposer's response.

The County is the entity responsible for making payments on behalf of the Agency. Accordingly, the successful proposer shall comply with all County "vendor" requirements as well as other County related ordinances and requirements relative to receiving payment from the County on behalf of the Agency.

A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the RFP and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this RFP, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the RFP specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the Agency's sole discretion, constitutes a material deviation from the requirements of this RFP. Proposals taking such exceptions may, in the Agency's sole discretion, be deemed non-responsive.

The Agency reserves the right to request and evaluate additional information from any proposer regarding proposer's responsibility after the submission deadline, as the Agency deems necessary.

The Agency may also, at its sole and absolute discretion, select more than one Preferred Proposer, and choose to contract with more than one Proposer as a pool of Preferred Proposers, who would then provide services, and contract with, member businesses within the Area.

Any Proposer who, at the time of proposal submission, is involved in an on-going bankruptcy as a debtor, or in a re-organization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer may contact the Clerk of the Board at (305) 375-5126.

#### **1.6 Aspirational Policy Regarding Diversity**

Pursuant to County Commission Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County.

This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.7 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, each Proposer, their agents and/or associates shall refrain from contacting or soliciting, directly or indirectly, any member of the Agency's Board, the Agency's Economic Development Coordinator, or County staff regarding the RFP during the selection process. The selection process begins on the RFP issue date and terminates following the recommendation by County staff of the selected Proposer(s) to be approved by the Agency's Board. Failure to comply with this provision may result in disqualification of the Proposer. All requests for clarifications or additional information, after the deadline for receipt of questions, must be made only in writing and directed to:

Jorge Fernandez, Coordinator  
Office of Management & Budget  
111 N.W 1st Street  
Suite 2210  
Miami, FL 33128  
[jjorge@miamidade.gov](mailto:jjorge@miamidade.gov)

All requests for information made by Proposers will be made available to all responding Proposers.

#### **1.8 Public Entity Crimes**

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **1.9 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected.

Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **1.10 Late Proposals, Late Modifications and Late Withdrawals**

Proposals received after the proposal due date are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered. Letters of withdrawal received either after the proposal due date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Agency on or before the stated time and date is solely and strictly the responsibility of the Proposer. The Agency is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other natural or unnatural occurrence.

## **1.11 Review of Proposals for Responsiveness**

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

## **1.12 Modified Proposals**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

## **1.13 Withdrawal of Proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to: Jorge Fernandez (jjorge@miamidade.gov), Office of Management & Budget, 111 N.W 1st Street, Suite 2200, Miami, FL 33128, prior to the proposal due date.

## **1.14 Selected Proposer Requirement**

The Proposer recommended for negotiations shall provide to the Agency:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub-consultants is or has been involved in within the last three (3) years.



**1.15 Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code, as amended, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Agency or any person or agency acting for the Agency from competing or applying for any such contract as it pertains to this Solicitation. Further, a request for a conflict of interest opinion must first be obtained 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 the Agency or any person or agency acting for the Agency and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. This provision also applies to the immediate family of Agency's Board members and the Agency's Economic Developer Coordinator. For additional information, please contact the Ethics Commission Hotline at (786) 314-9560.

**1.16 Cost Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the Agency, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by the Agency.

**1.17 Proprietary/Confidential Information**

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

The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Agency in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the Agency in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the Agency shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**1.18 Rules, Regulations and Licensing Requirements**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Opportunity" and as amended by Executive order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

**1.19 No Outstanding Payments to Agency**

No individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the Agency, either directly or indirectly through a corporation, partnership or joint venture in which the individual has a controlling financial interest as defined in 2-11.1(b) (8) of the Miami-Dade County Code shall be allowed to receive any additional Agency contracts, purchase orders or extensions of Agency contracts until either the arrearage has been paid in full, or the Agency has agreed in writing to a repayment schedule.

**1.20 Criminal Conviction**

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the Agency. Accordingly, Criminal Record Affidavit forms are available upon request through the Agency's staff assigned to the Agency, for those individuals or firms requesting to disclose this information only.

### **1.21 Quarterly Reporting When Subcontractors are Utilized**

Proposers are advised that when subcontractors or sub-consultants are utilized to fulfill the terms and conditions of the awarded contract, the selected Proposer shall be required to file quarterly reports as to the amount of contract monies received from the Agency and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

### **1.22 Required Listing of Subcontractors and Suppliers**

In the event the contract entered into pursuant to this RFP involves the expenditure of \$100,000.00 or more, includes a listing of subcontractors and suppliers who will be used on the contract, the required listing must be filed prior to the contract award (see attached Subcontractor/Supplier Listing form). The required listing must be submitted even if the Proposer does not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

**SUBCONTRACTOR/SUPPLIER LISTING FORM MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE VENDOR MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE VENDOR SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON THE FORM IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.**

### **1.23 Fair Subcontracting Policies**

All selected Proposers which may use subcontractors shall be required to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) Notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the Agency shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be awarded a contract by the Agency.

The term "local" means having headquarters located in the Redevelopment Area or having a place of business located in the Redevelopment Area from which the contract or subcontract will be performed.

The term "sub-contractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "sub-contract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the Agency.

### **1.24 Non-discrimination**

All Proposers and their subcontractors shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran 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 Proposer shall agree to post, in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

During the performance of the awarded contract, the successful Proposer shall agree to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination.

By entering into the awarded contract, the successful Proposer will be required to attest that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or any other applicable laws, ordinances or regulations. If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the County to be in violation of the Act, such violation shall render the contract void. The contract shall also be void if the Proposer submits a false affidavit or the Proposer violates the Act during the term of the contract, even if the Proposer was not in violation at the time it submitted its affidavit.

### **1.25 Code of Business Ethics**

Each person or entity that seeks to do business with the Agency shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the Agency, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

### **1.26 Bankruptcy**

Any Proposer who, at the time of proposal submission, is involved in a pending bankruptcy as a debtor, or in a re-organization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be deemed non-responsive to this RFP.

### **1.27 Domestic Violence Leave Affidavit**

Prior to entering into any contract with the Agency, a firm desiring to do business with the Agency shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Code of Miami-Dade County. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Miami –Dade Board of County Commissioners Resolution No. R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation.

The Agency shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

## **2.0 SCOPE OF SERVICES**

### **2.1 Instructions to Proposers**

- a) Proposers shall thoroughly examine and be familiar with the RFP specifications. Failure of any proposer to receive or examine this document shall in no way relieve any proposer of obligations pertaining to this RFP or the subsequent contract.
- b) Any modifications from the stated terms and conditions can result in the rejection of the response as not being responsive to this RFP.

- c) Delivering the response to the Agency on or before the specified date and time will be solely and strictly the responsibility of the proposer. The Agency will in no way be responsible for delays caused by the United States Postal Service, or other courier services, or a delay caused by any other occurrence. Offers by telephone or fax will not be accepted.
- d) The response deadline shall be strictly observed. Responses received after this date may not be considered. Such RFPs will be returned to the proposer unopened.
- e) The Agency reserves the right to reject the response of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who in the opinion of the Agency, is not in the position to perform properly.
- f) Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- g) No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the Agency, which authorization may be withheld by the Agency in its sole discretion.
- h) Changes to the RFP may be made by and at the sole discretion of the Agency.
- i) Warranties - The proposer, in submission of its response, warrants to the Agency that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

## 2.2 **Response Contents and Format**

- a) Proposers are encouraged to partner or sub-contract with other vendors to provide the widest range of services specified in the Scope of Work Services (Section 1.3 above) and the best and most experienced team, if a single Proposer does not have all of the expertise the Agency is seeking in-house.
- b) Proposers are encouraged to provide a robust, highly competitive service and cost package proposal, as the Agency is seeking to get the best quality and value for its member businesses.
- c) Proposals should also include ALL of the following information and be provided in the format detailed below. Responses which do not adhere to the prescribed format will be considered non-responsive and will be returned to the proposer.
  - 1. Cover letter/statement of interest including legal name of the proposer, e-mail and physical address, signed by an authorized corporate officer, principal, or partner. Include physical address of primary proposer. ( page limit)
  - 2. A technical submission that describes the proposer's/firm's qualifications (verifiable credentials and resumes) to provide the services and meet the requirements of this Solicitation, including references and contact information. (3 page limit). Should also include a detailed description of how the proposer and its team can deliver each of the services listed in Section 1.3 above (3 page limit). Also explain the role of all key personnel (primary and supplemental) that will work on this Contract (1 page per person), and should include the following:
    - For each team member, provide the Corporate or institutional name; state; date of organization or incorporation; headquarters and additional operating locations; number of employees; and number of years providing services to be delivered to the Agency for the Street Fair.
  - 3. Detailed description and materials/portfolio from at least three (3) previous events designed, developed, managed, organized and promoted by Proposer in the last seven (7) years. For this section, proposer must provide a separate package for each of the three prior events. If the proposer does not have prior experience, please indicate as such and provide a listing of all work demonstrating the proposer's ability to perform requested work by the Agency. For all prior events, provide the following:
    - A. Name, date and location of the event;
    - B. Client name, phone, and e-mail address;
    - C. A full description of the program(s) included in the event;
    - D. Photos of sample promotional materials – posters, logo, t-shirts, etc. developed for each event;
    - E. Sample press kit, news articles, press releases and/or interviews from each event;
    - F. Sample social media program(s) developed for each event – provide text transcript or address, if location is still live;

- G. Photographs of the event. Show important aspects of the event, including photos indicating the size of the attending crowd; array of vendors and partners; and any interactive offerings.
  - H. Videos produced for the event. Provide video file or link to video, if posted;
  - I. Any other materials that communicate important aspects of the event — its theme, the design, construction, location, entertainment, etc.; and
  - J. A reference and recommendation letter from the client for whom the event was produced.  
Note: The Selection Committee will contact all listed sources and reserves the right to also conduct a random internet search for additional experience not listed or detailed in the Proposer's response.
4. Project estimated timeline of activities required to prepare for and complete the Street Fair (2 page limit)
  5. Provide a cost/pricing proposal which should include all costs to complete all Street Fair tasks, deliverables and responsibilities for a 12-month period. There will be no additional charges for travel and/or expenses, related to regular contractual duties.
    - The Agency plans to pay the selected vendor a management fee for performing the services detailed in Section 1.3, and then separately pay event costs directly to vendors providing products or services for the Street Fair. Using the services detailed in Section 1.3 as a guide, detail the Proposer's anticipated management fee for providing the suite of services detailed herein. Provide as much detail as possible, detailing separate line items.
  6. Provide a listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the services requested in this RFP.
- d) **Proposers that do not comply with all the above instructions, formatting or do not include all the requested information, will be considered non-responsive, will not be considered and will be returned to the proposer.**
- e) One unbound original and three (3) bound copies of the response in a sealed envelope(s) on or before 5:00 P.M. EDT, on **June 25, 2018** addressed as follows:

Proposor's Name: \_\_\_\_\_  
 Proposor's Address: \_\_\_\_\_  
 Proposor's Telephone Number: \_\_\_\_\_

Miami-Dade County  
 Office of Management and Budget  
 Attention: Chimene Y. Graham, Community Redevelop.  
 & Municipal Services  
 Stephen P. Clark Center  
 111 NW 1st Street, 22nd Floor  
 Miami, FL 33128-1983

RFP No.: **7THAV2018-002**  
 RFP Title: **NW 7<sup>th</sup> Avenue CRA - Street Festival & Art Bazaar**  
 Proposal Due Date: June 25, 2018 no later than 5:00 pm EST

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

In response to this Solicitation, Proposer should complete and return the entire Proposal Submission Package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 4.0 EVALUATION PROCESS

### 4.1 Review of Proposals for Responsiveness

Each proposal will be evaluated on the basis of the scoring of the responses as to technical merit based on responsiveness to the requested services and engagement requirements as outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 Evaluation and Selection Criteria

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee (Committee). The Committee may comprise Miami-Dade County personnel and/or the Agency's staff/Members, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

The Committee will evaluate each proposal according to the evaluation and selection criteria listed below. The criteria are itemized with their respective weights for a maximum base total of one hundred (100) points, per Committee member. An additional ten (10) bonus points are also available for proposers which meet further criteria. Therefore, the maximum total points available for this Solicitation is one-hundred and ten (110) points. The Proposer with the highest total score will be the highest rated proposal.

<b>Technical Criteria</b>	<b>Points</b>
Proposer's expertise, qualifications of key personnel and capacity to deliver proposed services	40
Relevant past experience/performance and quality and scope of events produced	30
Proposer's quality and number of references	20
<b>Cost Proposal Criteria</b>	<b>Points</b>
Proposer's cost proposal	10
<b>Maximum Possible Base RFP Score</b>	<b>100</b>
<b>Additional Criteria</b>	<b>Bonus Points</b>
Local Business within Miami-Dade County	5
Local Business within Area's Boundaries	5
<b>Maximum Possible RFP Score with Bonus Points</b>	<b>110</b>

### 4.3 Oral Presentations

The Agency may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the Proposers will be advised of the date in which oral presentations are anticipated to be conducted.

### 4.4 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

- a) A business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

- b) A business that has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
- c) A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in this Solicitation:
  - 1. Proposer has at least ten (10) permanent full-time employees, or part-time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - 2. Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - 3. Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked Proposer, and the ranking of a local Proposer is within 15% of the ranking obtained by the highest ranked Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations with the Agency under the applicable sections of this Code.

#### 4.5 **Negotiations**

It is the Agency's intent to award the contract to one (1) Proposer. The Agency may determine the initial proposal is sufficient and requires no negotiations. Therefore, each initial offer should contain the Proposer's best terms from both a technical and economical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the Agency's Board with recommendations for negotiations. The Proposer selected as first choice will be recommended for negotiations. However, the Agency will ultimately determine with which Proposer the Agency shall negotiate, if any. The Agency reserves the right not to award as it may not be in the Agency's best interest.

Notwithstanding the foregoing, if the Agency and the highest ranked Proposer cannot reach agreement on a contract, the Agency reserves the right to terminate negotiations and may, at the Agency's sole discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the Agency has been executed or all proposals are rejected. No Proposer shall have any rights against the Agency arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance No. 08-113. If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award. **A copy of the form can be obtained online:**

<http://www.miamidade.gov/housing/library/forms/collusion-affidavit.pdf>.

#### 4.6 **Contract Award**

Any negotiated contract, as a result of the RFP, will be submitted to the Agency's Board for their consideration and approval. All Proposers will officially be notified in writing when the County staff has forwarded an award recommendation to the Agency. The Contract Award, if any, shall be made to the Proposer whose proposal shall be deemed by the Agency to be in the best interest of the Agency. The Agency's decision to make the award and which proposal is in the best interest of the Agency shall be final.



**5.0 TERMS AND CONDITIONS (THE TERMS & CONDITIONS SUMMARIZED BELOW ARE OF SPECIAL NOTE)****5.1 Proposer Registration**

In order to be recommended for an award, the Agency requires that Proposers be a registered Miami-Dade County Vendor. Further, the recommended Proposer must complete an online Vendor Registration package (which will also be the Proposer's Agency Registration Package for the purpose of this Solicitation) with the Internal Services Department (ISD), Vendor Services Unit 111 N.W. 1st Street, 13th Floor, Miami, Florida). The registration can be completed via the following website address: <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Services section (305-375-5773).

Once completed, the Proposer must provide a copy of their entire "Summary Page – Vendor Registration Application" and any other applicable affidavits and attachments to Chimene Y. Graham at 111 N.W. 1st Street, Miami, Florida 33128, [cgraham@miamidade.gov](mailto:cgraham@miamidade.gov), within fourteen (14) calendar days of notification of the intent to recommend for an award. In the event the Agency's Proposer Summary Package is not properly submitted and returned within the specified time, the Agency may award to the next ranked Proposer.

If you are already a registered County Vendor, the Proposer must contact the Internal Services Department (ISD), Vendor Services Unit for assistance with obtaining copies of all relevant Affidavits required under this procurement and submit as instructed above.

**The recommended Proposer shall affirm that all information submitted with its Proposer Agency Registration Package is current, complete and accurate, at the time they submit a response to the RFP, by completing an Affirmation of Proposer Affidavit Form (6.2, Appendix B).**

**5.2 Insurance and Indemnification Requirements**

The selected Proposer shall indemnify and hold harmless the Agency and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Agency, its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the awarded selected Proposer or its employees, agents, servants, partners, principals or subcontractors.

The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents and instrumentalities as herein provided.

The selected Proposer shall also furnish to Agency, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- a) Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- b) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. The Agency must be shown as an additional insured with respect to this coverage.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

The selected Proposer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The selected Proposer will be responsible for submitting renewal insurance documentation prior to expiration.



- a) All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:
- b) The company must be rated no less than "B" as to management, and no less than "Class V" as to strength, by A.M. Best Company, Oldwick, New Jersey.

### 5.3 **Inspector General Reviews**

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 indicated.

**6.0 APPENDIX**

- 6.1 Appendix A:** Redevelopment Map
- 6.2 Appendix B:** Affirmation of Proposer Affidavit Form
- 6.3 Appendix C:** 2016 Street Fair & Art Bazaar Sample Poster, Website and Postcard
- 6.4 Appendix D:** Sample Agreement

Attachment 1 – Scope of Work Services

Attachment 2 – Contractor Budget

Attachment 3 – Affidavits

Attachment 4 – Contractor Response to RFP No. 7THAV2018-002

Attachment 5 – REF No. 7THAV2018-002

## NW 7<sup>th</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY MAP



## 6.2 APPENDIX B

## AFFIRMATION OF PROPOSER AFFIDAVIT FORM

Proposer Name: \_\_\_\_\_

In becoming a Registered Proposer with the Agency, the Proposer confirms its knowledge of and commitment to comply with the following:

<b>1) Ownership Disclosure Affidavit —</b> (Section 2-8.1 of the County Code)	<b>2) Domestic Leave and Reporting Affidavit —</b> (Article 8, Section 11A-60 11A-67 of the County Code)
<b>3) Employment Disclosure Affidavit —</b> (Section 2-8-1(d)(2) of the County Code)	<b>4) Living Wage Affidavit —</b> (Section 2-8.9 of the County Code)
<b>5) Miami-Dade Employment Drug-free Workplace Certification —</b> (Section 2-8.1.2(b) of the County Code)	<b>6) Antitrust Laws —</b> By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
<b>7) Miami-Dade Disability and Nondiscrimination Affidavit —</b> (Section 2-8.1.5 of the County Code)	<b>8) Environmentally Acceptable Packaging —</b> (Resolution R-738-92)
<b>9) Debarment Disclosure Affidavit —</b> (Section 10.38 of the County Code)	<b>10) W-9 and 8109 Forms —</b> (as required by the Internal Revenue Service)
<b>11) Proposer/Vendor Obligation to County Affidavit —</b> (Section 2-8.1 of the County Code)	<b>12) FEIN Number or Social Security Number —</b>  In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Proposer Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:  <ul style="list-style-type: none"> <li>• Identification of individual account records</li> <li>• To make payments to individual/Contractor for goods and services provided to the Agency</li> <li>• Tax reporting purposes</li> <li>• To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul>
<b>13) Code of Business Ethics Affidavit —</b> (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)	<b>14) Office of the Inspector General —</b> (Section 2-1076 of the County Code)
<b>15) Family Leave Affidavit —</b> (Article V of Chapter 11 of the County Code)	<b>16) Small Business Enterprises —</b> The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
<b>17) Subcontractor /Supplier Listing —</b> (Section 2-8.8 of the County Code) <b>Attached, Attachment B</b>	<b>18) Fair Subcontracting Practices —</b> (Ordinance 97-35) <b>Attached, Attachment C</b>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 6.3 APPENDIX C

## POSTER, WEBSITE AND POSTCARD DESIGN FROM THE NOVEMBER 2016 STREET FAIR AND ART BAZAAR





## APPENDIX C

## POSTER, WEBSITE AND POSTCARD DESIGN FROM THE NOVEMBER 2016 STREET FAIR AND ART BAZAAR



# LOCATION

Arcola Lakes Library Plaza  
8240 NW 7th Avenue  
Miami, FL 33150

For more information  
call 305-694-2779  
or via email  
[RSVPD2@miamidade.gov](mailto:RSVPD2@miamidade.gov)

VISUAL ART EXHIBITION  
INTERACTIVE ART ACTIVITIES  
LIVE PERFORMANCES  
FOOD TRUCKS  
VENDOR BOOTHS  
KIDS ZONE  
CLASSIC CAR DISPLAY



## 6.4 APPENDIX D SAMPLE AGREEMENT

**AGREEMENT BETWEEN THE NW 7TH AVENUE CORRIDOR  
COMMUNITY REDEVELOPMENT AGENCY  
AND**

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This **Agreement** is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”) between the N.W. 7th Avenue Corridor Community Redevelopment Agency (“Agency”), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and the Contractor (the “Contractor”), whose business address is \_\_\_\_\_ for the **Uptown Avenue 7 Street Fair and Bazaar**.

**WHEREAS**, the Agency was created by the Miami-Dade County Board of County Commissioners in 2004 and serves the NW 7th Avenue Corridor of unincorporated Miami-Dade County (hereinafter referred to as the “Area”); and

**WHEREAS**, the mission of the Agency is to: reposition the Area as a major regional employment center; support the growth and expansion of existing businesses in the Area; support development of new business in the Area; provide training and increased employment opportunities for residents of Northwest Miami-Dade; and redevelop the Area, supporting a mix of business, residential and commercial opportunities within the Area; and

**WHEREAS**, the Agency has historically expressed a desire to effectively market the Area to the local businesses and community in particular and the County at large; and

**WHEREAS**, the Contractor has a track record of producing designing and managing art fairs, festivals, events and pop-up exhibitions; and

**WHEREAS**, the Contractor has proposed a festival concept contained on the grounds of \_\_\_\_\_, located within the Area, to be known as the Uptown Avenue 7 Street Fair and Bazaar (hereinafter referred to as the “Event”); and

**WHEREAS**, the Agency released a Request for Proposals (**RFP No. 7THAV2018-002**) and the Contractor has offered to provide street fair and art bazaar services that shall conform to the Scope of Services (Attachment 1); the Agency's RFP and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement,

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

**1. TERM OF THE AGREEMENT**

This Agreement shall commence on \_\_\_\_\_, 2018 and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The option to renew is also at the sole discretion of the Agency if such extensions are deemed to be in the best interest of the Agency and the Area. In the event the Agency makes such determination, the terms of this Agreement shall be given by written notice from the Agency to the Contractor.

**2. SCOPE OF SERVICES**

The Contractor shall perform the services as more fully described in Attachment 1 attached hereto and incorporated by reference.



### **3. PAYMENT**

**A. Payment.** The Agency shall fund up to a maximum \$\_\_\_\_\_ of the cost of the Event. The Agency shall fund its share of the cost in no more than ten (10) disbursements after the Contractor has expended and documented his expenditure of his share of the cost. All invoices shall be approved by the Contractor prior to submittal to the Agency and in accordance with the scope of services as more fully described in Attachment 1. All payments will be made on a reimbursement basis with the exception of an advance for the Advertising and Producers' Fee not to exceed \$\_\_\_\_\_ and additional approved expenditures. The Contractor will provide an actual accounting of all advances after the event. All requests for payment must include a coversheet on the Contractor's letterhead and be accompanied by actual invoices for services from vendors when applicable. The Contractor will obtain all necessary permits/licenses as may be required for the Event.

**B. Prompt Payment.** Upon receipt and review of a proper invoice submitted by the Contractor, the Agency shall reimburse the Contractor in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the Agency shall reimburse the Contractor within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the Agency shall reimburse the Contractor within forty-five (45) calendar days; or within thirty (30) calendar days if the Contractor is a small business, a minority business, or a women business enterprise. Failure of the Agency to adhere to the Prompt Payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Contractor. The Contractor shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract.

### **4. BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund, for the budget year of FY 2019-2020 marketing funds, an amount no more than \$\_\_\_\_\_. Said funds are to be used for the items detailed in the attached budget for the Event. The Agency shall fund its share of the cost in no more than three disbursements after the Contractor has expended and documented the expenditures. Documentation detailing the source and extent of the cost shall be provided with each invoice. Request for reimbursement shall be transmitted on the Contractor's letterhead with all documentation attached.

The funding of this Agreement is subject to approval of the FY 2019-2020 budget by the Agency and the Board of County Commissioners (Board). In the event the Contractor incurs expenses prior to approval of the Agency's budget, the Contractor acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse the Contractor for such expenses until such time as the Agency's budget is approved. In the event the Agency's budget is not approved, this Agreement shall be terminated in accordance with Section 11 of this Agreement and the Agency shall have no further obligations to provide grant funding to the Contractor.

### **5. METHOD OF DISBURSEMENT**

Subject to the availability of grant funds, payments will be made for approved goods/services only according to the terms and conditions contained within this Agreement in an amount not to exceed the total maximum amount listed in Section 4. The Agency shall fund this program by either method of direct payment to the vendor from whom the Contractor is purchasing equipment or reimbursement to the Contractor. These funds will be released either as a single disbursement or multiple disbursements at the discretion of the Agency, contingent on the submission by the Contractor of all required documentation in a form acceptable to the Agency, including documentation required under this Agreement the Contractor Payment Procedure.

Only after the Contractor submits all required documentation, shall payment(s) be made payable only in the name of the authorized vendor(s) and checks will be released on the behalf of the Contractor. Payment shall be made at the discretion of the Agency to the Contractor, contingent on the submission by the Contractor of direct payment (i.e., cancelled check, bank statement) for approved goods/services. Payments/reimbursements will not be made if all documentation required by Agency and as prescribed in this Agreement and any Attachments are incomplete or not submitted.

**5. ASSIGNMENT**

This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of the Agency, which consent may be withheld with the Agency's sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

**6. VENDOR REGISTRATION/CONFLICT OF INTEREST**

a) Vendor Registration: The Contractor shall be a registered vendor with the County – Internal Services Department (ISD), Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

<b>1) Ownership Disclosure Affidavit —</b> (Section 2-8.1 of the County Code)	<b>2) Domestic Leave and Reporting Affidavit —</b> (Article 8, Section 11A-60 11A-67 of the County Code)
<b>3) Employment Disclosure Affidavit —</b> (Section 2-8.1(d)(2) of the County Code)	<b>4) Living Wage Affidavit —</b> (Section 2-8.9 of the County Code)
<b>5) Miami-Dade Employment Drug-free Workplace Certification —</b> (Section 2-8.1.2(b) of the County Code)	<b>6) Antitrust Laws —</b> By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
<b>7) Miami-Dade Disability and Nondiscrimination Affidavit —</b>  (Section 2-8.1.5 of the County Code)	<b>8) Environmentally Acceptable Packaging —</b> (Resolution R-738-92)
<b>9) Debarment Disclosure Affidavit —</b> (Section 10.38 of the County Code)	<b>10) W-9 and 8109 Forms —</b> (as required by the Internal Revenue Service)
<b>11) Proposer/Vendor Obligation to County Affidavit —</b>  (Section 2-8.1 of the County Code)	<b>12) FEIN Number or Social Security Number —</b>  In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Proposer Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> <li>• Identification of individual account records</li> <li>• To make payments to individual/Contractor for goods and services provided to the Agency</li> <li>• Tax reporting purposes</li> <li>• To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul>
<b>13) Code of Business Ethics Affidavit —</b>  (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)	<b>14) Office of the Inspector General —</b> (Section 2-1076 of the County Code)
<b>15) Family Leave Affidavit —</b> (Article V of Chapter 11 of the County Code)	<b>16) Small Business Enterprises —</b>  The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
<b>17) Subcontractor /Supplier Listing —</b> (Section 2-8.8 of the County Code) <b>Attached, Attachment B</b>	<b>18) Fair Subcontracting Practices —</b> (Ordinance 97-35) <b>Attached, Attachment C</b>

b) Conflict of Interest: Section 2-11.1(d) of Miami-Dade Code requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. Additionally, in accordance with Section 112.311,

Florida Statutes, no Agency commissioner or the Agency's commissioners immediate family shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

## **7. WARRANTIES OF OWNER; INDEMNIFICATION**

**A.** Contractor hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services.

**B.** Contractor shall indemnify and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Agency or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Contractor or its employees, agents, servants, partners, principals, or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided. In those situations where this Agreement imposes an indemnity obligation on Contractor, the Agency may, at its expense, elect to participate in the defense if the Agency should so choose. Furthermore, the Agency may at its own expense defend or settle any such claims if Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**C.** No waiver of performance by the Agency shall be deemed a breach of contract.

**D.** The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

## **7. INSURANCE**

The Contractor shall submit to the Agency, c/o Miami-Dade County's Office of Management and Budget, 111 N.W. 1st Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**A.** All insurance certificates must list the Agency as "Certificate Holder" in the following manner:

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
111 N.W. 1<sup>st</sup> Street, Suite 2200  
Miami, Florida 33128

**B.** Workers' Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

**C.** Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. The Agency must be shown as an additional insured with respect to this coverage.

**D.** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000\* combined single limit per occurrence for bodily injury and property damage.

\*NOTE: If the Contractor is supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

**E.** Professional Liability Insurance in the name of the Contractor, when applicable, in an amount not less than \$250,000.

**F.** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- (i) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

- (ii) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

**G.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Section 7 or under any other section of this Agreement.

**I.** The Agency reserves the right to inspect the Contractor's original insurance policies at any time during the term of this Agreement.

**J.** The Contractor shall be responsible for assuring that the insurance certificates that are required in conjunction with this Section 7 remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire or have been canceled during the effective term, the Contractor shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the Agency prior to expiration.

In the event that expired or canceled certificates are not replaced with new or renewed certificates which cover the effective term, the Agency may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein, and are approved on behalf of the Agency by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to the Agency or termination of this Agreement.

## **8. NON-DISCRIMINATION**

The Contractor agrees that it will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status and shall abide by all Federal, State and local laws regarding discrimination.

## 9. ACCESS AND AUDITS

The Contractor shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement. The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Contractor or at such a location mutually agreed upon by the Agency and the Contractor.

## 10. OFFICE OF THE INSPECTOR GENERAL/ INDEPENDENT PRIVATE INSPECTOR GENERAL

a)

**A. Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the **Contractor** shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency 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 Agency, 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 Agency to conduct an audit or investigate the operations, activities and performance of the **Contractor's** in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the **Contractor's** or any third party.

**B. 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 Agency 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 Agency 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.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Agency 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 Agency and **the Contractor's** 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, Agency 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.

## 11. TERMINATION

**A. Termination at Will.** This Agreement, in whole or in part, may be terminated by written notice from the Agency when the Agency determines that it would be in the best interest of the Agency or the Contractor materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Contractor will have five (5) business days from the day the notice is delivered to state why it is not in the best interest of Agency to terminate the Agreement. However, it is up to the discretion of Agency to make the final determination as to what is in its best interest.

**B. Termination for Convenience.** The Agency or the Contractor may terminate this Agreement by providing written notice in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds.

Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Agency will consider the Contractor's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the Contractor has satisfactorily demonstrated to Agency that such termination for convenience would not impair or hinder service delivery to the Contractor's clients. If the Contractor decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other the Contractor or funding streams) must be made to ensure minimal interruption of the services required pursuant to this Agreement.

**C. Termination for Breach.** The Agency may terminate this Agreement, in whole, or in part, when the Agency determines in its sole and absolute discretion that the Contractor is not making sufficient progress in its performance of this Agreement outlined in Attachment A or is not materially complying with any term or provision provided herein, including the following:

- (i) the Contractor ineffectively or improperly uses the funds allocated under this Agreement;
- (ii) the Contractor does not submit or submits incomplete or incorrect required reports;
- (iii) the Contractor refuses to allow the Agency or its authorized representative access to records;
- (iv) the Contractor discriminates under any of the laws outlined in this Agreement;

(v) the Contractor, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;

- (vi) the Contractor falsifies or violates the provisions of the Drug Free Workplace Affidavit;
- (vii) the Contractor attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
- (viii) the Contractor fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the Agency;
- (ix) the Contractor fails to meet any of the terms and conditions of the Agency's Vendor Affidavits, the State Public Entities Crime Affidavit, the Subcontractor/Supplier Affidavit, if applicable, the Collusion Affidavit, and the Due Diligence Affidavit, are attached to this Agreement and is incorporated herein by reference; or
- (x) the Contractor fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement.

Upon the Agency's knowledge of a material breach of this Agreement by the Contractor, the Agency may undertake any of the following: (i) provide an opportunity for the Contractor to cure the breach subject to the right of the Agency to terminate, without penalty, this Agreement if the Contractor does not cure the breach or end the violation within thirty (30) days of receiving notice of such breach or violation from the Agency; or (ii) if the Agency reasonably determines that neither termination nor cure are feasible, the Agency may report the violation to the Secretary.

Unless the Contractor's breach is waived by the Agency in writing, or unless the Contractor fails, after receiving written notice of the claimed breach by the Agency to take steps to cure the breach within thirty (30) days after receipt of notice of the breach, the Agency may, by written notice to the Contractor, terminate this Agreement upon no less than thirty (30) days. Said notice shall be sent by certified mail with return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Notwithstanding the Agency's right to terminate this Agreement pursuant to this Section 11 C, the Contractor shall be liable to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement or any other agreement by the Contractor, and the Agency may withhold any payments due to the Contractor until such time as the exact amount of damages due to the Agency from the Contractor is determined and properly settled. Additionally, the Agency retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the Contractor to which the Contractor was not entitled. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

In the event this Agreement is terminated, the Contractor shall provide the Agency with a transitional plan no later than fifteen (15) calendar days after receipt of any notice of termination or Notice of Event of Default from the Contractor or the Agency. This transitional plan shall include, but is not limited to, steps the Contractor shall take to ensure that the services provided herein are transferred to the Agency or such other entity approved by the Agency. Additional requirements for the transitional plan may be included at the Agency's sole discretion.

## **12. EVENT OF DEFAULT**

**A. Event of Default.** 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 services in a timely manner.



- (ii) the Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- (iii) 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;
- (vi) the Contractor has failed to obtain the approval of the Agency where required by this Agreement;
- (v) the Contractor has failed in the representation of any warranties stated herein;
- (vii) the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and Section 13 of this Agreement; or
- (viii) the Contractor has failed to comply with any other requirements set forth in this Agreement.

When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the services or any portion thereof, the Agency may request that the Contractor, within the time frame set forth in the Agency's request, provide adequate assurances to the Agency, 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 Agency the requested assurances within the prescribed time frame, the Agency may:

- (i) treat such failure as a repudiation of this Agreement; and/or
- (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.

In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the Contractor for regulatory reasons, statutory reasons, or accreditation requirements.

**B. Notice of Default – Opportunity to Cure/Termination.** If an Event of Default occurs, in the determination of the Agency, the Agency 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 with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Contractor to rectify the default to the Agency's reasonable satisfaction within a thirty (30) calendar day period. The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency'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) calendar day period or any other period which the Agency prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

C. **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:

- (i) lost revenues; or
- (ii) such other direct damages.

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

### 13. **FLORIDA PUBLIC RECORDS ACT**

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
- (ii) Upon request from the Agency's custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the Agency; and
- (iv) Meet all requirements for retaining public records and transfer to the Agency, at no cost to the Agency, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

For purposes of this Section 13, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the Contractor to comply with Section 119.0701, Florida Statutes, and this Section 13 of this Agreement, the Agency shall avail itself of the remedies set forth herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT:**

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
Miami-Dade County Office of Management and Budget  
111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Attention: Jorge Fernandez  
Email: [jjorge@miamidade.gov](mailto:jjorge@miamidade.gov)

**14. NOTICES**

All notices and communications to the Agency and the Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

**To Agency:** NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
c/o Office of Management and Budget  
111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Attention: Jorge Fernandez, OMB Coordinator

**15. CONFLICT OF INTEREST**

**A.** No person under the employ of the Agency, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the Agency 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 award of this Agreement.

**B. Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Contractor shall be employed by the Contractor unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the Contractor if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

- (i) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- (ii) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
- (iii) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
- (iv) The provisions of this Section 15 B 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.
- (v) In the event the 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, the Contractor shall promptly bring such information to the attention of the Agency's Director. The Contractor shall thereafter cooperate with the Agency's review and investigation of such information, and comply with the instructions the Contractor receives from the Agency's Program Director in regard to remedying the situation.

For purposes of this Section 15 B, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Contractor's Board of Directors.

**C.** No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Contractor, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Contractor, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Contractor's employee(s) or service program.

**D.** The Contractor and the Agency staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and Section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

**16. MISCELLANEOUS**

**A. Survival.** Any provision of this Agreement which by its terms imposes an obligation after termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties, including but not limited to Sections 6 B and 13 of this Agreement.

**B. Invalidity.** The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

**C. Interpretation; Entire Agreement Amendment.** The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit the Agency and the Contractor to comply with HIPAA. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Arrangement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Arrangement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Arrangement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Arrangement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Arrangement. This Agreement may be amended only by written agreement between the parties.

**D. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

**E. Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.

**F. No Third Party Beneficiaries.** Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the Agency, the Contractor, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the Agency makes no representations and assumes no duties or obligations as to third parties concerning the quality of the services provided by the Contractor. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Agency.

**G. Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF** the Agency and the Contractor have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attest: \_\_\_\_\_

Authorized person OR Notary Public

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal OR Notary Seal/Stamp

\_\_\_\_\_

AGENCY: **N.W. 7<sup>TH</sup> AVENUE CORRIDOR  
COMMUNITY REDEVELOPMENT**  
AGENCY:

By: \_\_\_\_\_

Name: Dr. Mae D. Bryant

Title: Chair

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

-

WITNESS:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for form and legal sufficiency:

\_\_\_\_\_

Terrence A. Smith

Assistant County Attorney

**ATTACHMENT 1  
SCOPE OF WORK SERVICES**

**NW 7<sup>th</sup> AVENUE CRA STREET FAIR & ART BAZAAR — 2018**

## ATTACHMENT 2

### CONTRACTOR BUDGET

Consultant's Pricing Per Task, per Scope of Work Services (as reflected in Attachment 1)

#### RATE SCHEDULE — Additional Services



## **ATTACHMENT 3**

### **AFFIDAVITS**

**ATTACHMENT 4**

**CONTRACTOR RESPONSE TO RFP NO. 7THAV2018-002**

**ATTACHMENT 5**

**RFP NO. 7THAV2018-002**