



Request for Proposals (RFP) No. NRT-2021-01
For
Redevelopment of North River Towers
395 NW 1 Street, and 25 NW North River Drive in Miami, Florida 33128

PRE-PROPOSAL CONFERENCE TO BE HELD:
Wednesday, February 17th, 2021 at 2:00 PM
1407 NW 7 Street, Suite 7, Miami, Florida 33125

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Indira Rajkumar-Futch, PHCD Procurement Contracting Manager
PH: 786-469-4164 | FAX: 786-469-4151
Email: indi@miamidade.gov

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN
(March 16th, 2021) BY (12:00 PM) (LOCAL TIME) AT:
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
OVERTOWN TRANSIT VILLAGE
701 NW 1ST COURT, 16TH FLOOR
MIAMI, FLORIDA 33136

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 by the proposal submittal deadline shall be accepted as timely submitted. Proposals submitted after the Proposal due date shall not be accepted. 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. Miami-Dade Public Housing and Community Development (PHCD) 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 PHCD, 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 PHCD as constituting an offer by the Proposer to perform the required services as stated in its response to the RFP. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. PHCD will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing via e-mail and received up to the date specified in this RFP. PHCD will issue responses to inquiries and any changes to this RFP it deems necessary in written addenda issued via e-mail prior to the proposal due date. Proposers who obtain copies of this RFP from sources other than PHCD risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as County, is soliciting as the County, as represented by the County's Department of Public Housing and Community Development Department (PHCD), Proposals from developers who have the experience and capacity to obtain funding, design and construct a residential apartment complex for the properties located 395 NW 1 Street, and 25 NW North River Drive in Miami, Florida. The properties are offered in their existing "as-is" "where-is" condition, with any and all faults, and without further contribution from the County; hereinafter described as the "Project Site." This Solicitation is for the development of the Project Site, which shall include a Two-Tower Residential Complex consisting of one tower at each site.

The County, through a competitive process, will select a qualified developer to develop the Project Site as multi-use high rise residential buildings, inclusive of parking in accordance with the Government Center Subzone of the Fixed-Guideway Rapid Transit Zone (RTZ). The residential component will include studio, one, two, and three-bedroom units, community center/clubhouses, pools, and gyms, within a two-tower residential apartment complex with at least 425 total units. The complex will consist of mixed-income housing units (i.e., affordable, workforce and market-rate), and a potential mix of other uses (e.g., office space, commercial, retail, grocery, restaurant). At least 15% of the total number of units shall be set aside for families earning up to 80% of the annual median income as determined by the U.S. Department of Housing and Urban Development (HUD).

The Project Site is subject to land development regulations that have been recently established in Section 33C-11 of the County Code (Government Center Subzone of the Fixed-Guideway Rapid Transit Zone). On January 22nd, 2020, the Board of County Commissioners (BCC) adopted Ordinance No. 20-9 (Ordinance) expanding the County's Fixed-Guideway Rapid Transit System Development Zone (RTZ) to include 2 County-owned parcels (Subject Property) in the proximity of the Miami River, west of the Government Center in downtown Miami.

The Project Site is also subject to Airport Zoning Regulations as defined in Article XXXVII of Chapter 33 of the County Code due to its proximity to Miami International Airport. On November 19th, 2019, the Board of County Commissioners (BCC) adopted Ordinance No. 19-112 (Ordinance) providing airport zoning regulations applicable to land in and around all Miami-Dade County airports.

Subject to approval by the Miami-Dade Board of County Commissioners, the County anticipates entering into a developer agreement that contemplates the execution of County required documents which comply with all applicable federal, state and local requirements. These documents include, but are not limited to, a short-term property ground lease agreement to provide the Selected Proposer with site control of the Project Site in order to apply for funding; a master development agreement for the redevelopment of the Project Site; a long-term property ground-lease for a period of up to 75 years with the Selected Proposer subject to successfully obtaining the financing to make the Project financially viable and obtaining all required approvals including development proposal. The terms of any agreement, will be negotiated with the Selected Proposer based on the proposed Total Development Costs, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued: Monday, January 25th, 2021

Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (786) 469-2155 or email Evelyn.Contreras@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions: Thursday, February 25th, 2021 by 5:00 PM

Proposal Due Date: See front cover for date and time.

Evaluation Process: TBD

Projected Award Date: TBD

1.2 Definitions

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

1. The words “**Affordable Housing**” mean housing deemed affordable to those with a median household income which will serve individuals and/or families, whose household incomes is indicated as a percent of the area median income as published by various agencies having jurisdiction including, Miami-Dade County, Florida Housing Finance Corporation, as applicable.
2. The words “**Art in Public Places**” as defined in Section 2-11.15 of the Miami-Dade County Code, Works of Art in Public Places, and Administrative Order No. 3-11, Art in Public Places Program Implementation and Fund Transfer Procedure.
3. The words “**Board**” or “**Board of County Commissioners**” mean Miami-Dade Board of County Commissioners.
4. The word “**Bonds**” means debt securities issued by state and local governments to raise money for affordable housing developments.
5. The words “**Certified Financial Statements**” mean financial statements to include, but not limited to, balance sheet, income statement, and statement of cash flows that have been prepared and certified by an **independent third party certified public accountant** in accordance with the Generally Accepted Accounting Principles (GAAP).
6. The words “**CDBG funds**” to mean Community Development Block Grant funds, including funds received in the form of grants under 24 CFR part 570, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under 24 CFR part 570, subpart Mt, urban renewal surplus grant funds, and program income as defined in §570.500(a).
7. The word “**County**” means Miami-Dade County, a political subdivision of the State of Florida.
8. The words “**Crime Prevention Through Environmental Design**,” or “**CPTED**” mean the strategies implemented to directly modify the environment to take advantage of pre-existing environmental assets or change the design features and conditions of particular targets (e.g., store fronts, parking garages, or abandoned buildings) or areas in an effort to reduce crime. In some instances, CPTED strategies are implemented during the beginning phases of a project (e.g., during planning of a new housing development.) But, in many instances, the strategies are applied when the need for intervention occurs (e.g., adding security cameras to a store after a robbery.) CPTED strategies are often linked with other community-based crime prevention strategies, such as problem-oriented policing, which emphasizes tailoring crime prevention strategies to solve specific problems. As with other types of community-based crime prevention programs, CPTED is made up of multiple elements or approaches and can be used by various stakeholders within and outside of the criminal justice system. CPTED strategies address quality of life issues by attempting to deter criminal activity, increase overall safety for citizens, and reduce citizen fear of crime. CPTED strategies are thus evaluated to determine not only whether crime was reduced but also whether citizen perceptions of crime were affected by implementation of the strategy. Several key components of CPTED are combined to maximize crime prevention and create positive public perception of measure to promote community safety, including:
 - a. Territoriality (promotes a sense of ownership and may include the use of signs, fences, or artwork that helps define ownership of a given location);
 - b. Activity Support (encourages legitimate activities in public places to foster opportunities for natural surveillance and may include block parties, neighborhood clean-up days, or the design of mini malls to encourage more social interaction);
 - c. Access Control (restricts access to specific areas and can include the use of street barriers, landscaping, secured doors, changes in pedestrian or vehicular traffic patterns, or the use of security personnel to keep people away from restricted areas);
 - d. Surveillance (increase visibility by natural, formal, and mechanical methods such as through promoting routine surveillance by community residents or through the practice of employing more than one employee at retail stores, police patrols, or Closed-Circuit Television also referred to as CCTV);
 - e. Maintenance (ensures the routine maintenance or upkeep of the environment such as clean-up programs or repairs and modifications to meet new threats); and
 - f. Target Hardening (adds physical features that will make it more difficult to commit a crime such as through the use of improved lighting or electronic alarms).
9. The word “**Developer**” means an individual, association, corporation, joint venture or partnership which possesses the requisite skill, experience, and creditworthiness to successfully produce affordable housing as required in the application, and is submitting a proposal pursuant to this RFP. Synonymous with Proposer.

10. The words “**Developer Fee**”, or “Developer Fees”, or Developer’s Fees” mean a fee received by the developer that is based on the total project cost (percentage fee basis). And, depending on the project type and acceptance from a lender and/or investor(s), a fee range can vary according to applicable requirements.
11. The words “**Hard Costs**” mean the monetary costs of physically preparing the site, and building the structure.
12. The words “**Development Site**” mean the land and improvements included as part of the properties in this RFP.
13. The words “**Development Soft Costs**” mean costs for appraisals, attorney’s fees, architectural fees, construction related, engineering fees, and other development costs not associated with the actual hard construction or permanent financing of the development.
14. The words “**Financial Closing**” mean a stage of the Project when all conditions of the financing agreements are fulfilled prior to the initial availability of funds.
15. The words “**Firm Commitment**” mean that matched/leveraged funds must be explicit, in writing, and signed by a person authorized to make the commitment. The commitment must indicate the total dollar value of the commitment and must be valid through projected financial closing of the project. It must be supported by evidence of funding ability from a recognized financial institution or other financial source with evidence of capacity to provide the proposed commitment, and show evidence of initial underwriting by the financial source determined through documented evidence to be able to support the commitment. A firm commitment shall match the proposed project including building type, number of units, unit mix, number of bedrooms, amenities, etc. A firm commitment and/or commitment(s) as it relates to Resident Job Training, Employment, Small and Minority Firms, Women-Owned Enterprises and Labor Area Surplus Firms, shall mean quantifiable numbers, percentages, and details to describe items as enumerated in the RFP documents.
16. The words “**Green Building**” mean an approach to development that incorporates in design and operations, ecologically sensitive and resource efficient technologies, as well as system and management practices. For proposed developments involving new construction units, regardless of the development category of the application, the applicant must commit that (i) each new construction unit in the proposed development that is eligible for the energy star new homes (Florida standard) will achieve a home energy rating system (HERS) index (equal to or less than) ≤ 75 , and (ii) each new construction unit in the proposed development that is not eligible for the Energy Star new homes will include, at a minimum, the energy features outlined in the County’s Green Code through Ordinance No. 07-65. The applicant will also adhere to all the requirements of said ordinance.
17. The words “**Leadership in Energy & Environmental Design**” or “**LEED Silver**” mean the minimum requirements for green building certification program developed by the U.S. Green Building Council, which include the rating system for design, construction, operation and maintenance of buildings.
18. The words “**Liquidated Damages**” mean those damages to be paid by the Developer to the County for failure to provide any material portion of any item stipulated in the contract and calculated and assessed in the manner set forth.
19. The words “**Low-income**” mean families defined as low-income families whose incomes do not exceed the higher of the Federal poverty level or eighty percent (80%) of Area Median Income (AMI)
20. The words “**Low Income Housing Tax Credits**” or “**LIHTC**” mean the tax credit issued in exchange for the development of affordable rental housing pursuant to Section 42 of the Internal Revenue Code and the provisions of Rule Chapter 67-48, Florida Administrative Code.
21. The words “**Market Rate Unit**” mean a housing unit that is not subsidized and with rent that is at an amount that is typical of the market rents in the area.
22. The words “**Mixed-Finance Development**” mean a development that utilizes financing from multiple sources, including public and private sources.

23. The words "**Mixed-Income Development**" mean a development that incorporates a mix of income groups as a fundamental part of its financial and operating plans. A Mixed-Income Development may include housing that is priced based on the dominant housing market (market-rate units) as well as units priced for lower-income residents.
24. The word "**Principal**" means a Proposer, any general partner of a Proposer, and any corporate officer, director, or any shareholder of any Proposer or shareholder of any general partner of a Proposer.
25. The words "**Project Site**", or "Property" mean the properties located at 395 NW 1 Street site (Folio Number 01-0110-090-1120 / 0.692 acre), and the 25 NW North River Drive site (Folio Number 01-0111-020-1080 / 0.363 acre).
26. The word "**Proposal**" or "**Proposals**" means the properly signed and completed written submission in response to this Solicitation by a Proposer for the Scope of Services, and as amended or modified through negotiations.
27. The words "**Proposer**", or "**Developer**" mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
28. The words "**RTZ / Government Center Subzone of the Fixed-Guideway Rapid Transit Zone**" mean the new zoning established in Section 33C-11 of the County Code to the Subject Property.
29. The words "**Scope of Services**" mean Section 2.0 of this Solicitation, which details the work to be performed by the Selected Developer.
30. The words "**Selected Developer**" or "**Selected Proposer**" mean the Proposer that is approved by the Board, and who enters into a ground lease agreement and/or master development agreement (MDA) with the County as a result of this Solicitation.
31. The words "**Site Control**" mean Proposers must demonstrate site control (e.g., recorded title, executed lease agreement, firm purchase contract, Option-to-Purchase, or Local Government Resolution) for any additional site proposed (privately-owned site) for the project (if applicable).
32. The word "**Solicitation**" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
33. The words "**Threshold Requirements**" mean those requirements which require a response from the Proposer in accordance with this RFP. If the Proposer does not provide a complete response in accordance with the requirements of this RFP and/or if the response does not meet the requirements of this RFP, the application will be deemed non-responsive and shall not be scored. The County may make a non-responsive determination of the proposal at any time during the RFP evaluation process.
34. The words "**Total Development Cost**," or "**TDC**" mean the total cost of completing the entire project, including but not limited to hard costs and development soft costs, from acquisition to the issuance of Certificate of Occupancy, the costs for demolition, temporary and/or final resident transfer or relocation, design, planning, zoning, variances, financing costs, legal costs, construction, permitting and all other related costs or services required for redevelopment of the project but excluding operating deficit reserves that are part of the permanent phase which have not been included within a Developer Fee. For new construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost.
35. The words "**Transit-Oriented Development**," or "**TOD**" mean an urban development that maximizes the amount of residential, business and leisure space within walking distance of public transport. A TOD development emphasizes a compact, walkable, pedestrian-oriented, mixed-use community centered on high-quality train system. In doing so, TOD aims to increase public transport ridership by reducing the use of private cars and by promoting sustainable urban growth.
36. The words "**Uniform Federal Accessibility Standards**," or "**UFAS**" mean the Federal standards which are applicable for public housing units' rehabilitation and/or new construction.
37. The words "**Workforce Housing**" mean housing deemed affordable to those with a median household income which will serve individuals and/or families, whose household incomes are between sixty percent (60%) and one hundred forty percent (140%) of the area median income.

1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. The Proposer's proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, 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 Record Law."

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. The Proposer shall not submit any information in response to this RFP which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this RFP 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 County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive and/or non-responsible.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, 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 code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **Aspirational Policy Regarding Diversity**

Pursuant to 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.

1.5 **Cone of Silence**

Pursuant to section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;

- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 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 Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

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, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers 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 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 Compliance with Local, State and Federal Requirements

The Selected Proposer shall comply with applicable state statutes for the Work to be completed assigned under contract with the County, including, but not limited to, compliance with sections 255.05 and 255.20, Florida Statutes. Additionally, the Selected Proposer shall comply with all applicable federal laws, state laws and municipal laws, applicable professional standards, County orders, ordinances, rules and regulations which may pertain to this RFP, including but not limited to:

- a) Executive Order 11246 "Equal Employment Opportunity", as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities and Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as may be applicable.
- b) Environmental Protection Agency (EPA), as applicable to this RFP.
- c) Miami-Dade County Code, chapter 11A, Article IV (Employment). All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Commission on Human Rights, Equal Employment Opportunity Commission, Florida Commission on Human Relations or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- d) Miami-Dade County Code, Chapter 11A, Articles II (Housing) and III (Public Accommodation), which prohibit discrimination on the basis of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, marital status or source of income (housing only).
- e) "Conflicts of Interest" section 2-11 of the County Code, and Ordinance No. 01-199.
- f) Miami-Dade County Code section 10-38 "Debarment."
- g) Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) Contract Work Hours and Safety Standards Act (40 U.S.C. §3701- 3708).
- j) Clean Air Act (42 U.S.C. §§7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251- 1387), as amended.
- k) Debarment and Suspension (Executive Orders 12549 and 12689).
- l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- m) The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).

- n) Compliance with Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- o) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- p) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200.
- q) Lead-Based Paint Poisoning Act (42 USC § 4821, et. seq.).
- r) The Fair Housing Act (42 USC §§ 3601-19 and regulations pursuant thereto (24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); the Florida Fair Housing Act (Section 760.20 et seq.) and the fair housing poster regulations (24 CFR Part 110).
- s) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d) and regulations pursuant thereto (24 CFR Part relating to non-discrimination in housing).
- t) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- u) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36); and the Architectural Barriers Act of 1968, as amended, and regulations issued pursuant thereto (24 CFR Part 40).
- v) Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Developer must make efforts to encourage the use of minority and, women's business enterprises in connection with funded activities.
- w) Verification of Employment Eligibility (E-Verify), pursuant to Section 448.095 for Florida Statutes, Employment Eligibility, public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection. This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Selected Proposers effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
- x) The labor standards as set forth in the Davis-Bacon Act and other related acts, as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

1.11 Contract Measures

Not applicable.

1.12 Uniform Federal Accessibility Standards (UFAS) Requirements (if required)

Pursuant to Section 504 of the Rehabilitation Act of 1973 related to the UFAS requirements, minimum features and amenities are required to be incorporated in the proposed development. Not less than five percent (5%) of all housing units, in addition to all common areas shall, comply with UFAS for the development site(s) in this RFQ. In addition, not less than two percent (2%) of the housing units, shall comply with hearing and sight impaired UFAS requirements. UFAS units shall not be concentrated in any one area or phase of the Project(s) but shall be spread evenly throughout the Project.

1.13 Employ Miami-Dade Program

Subject to the requirements and limitations as described in Section 1.14 of this RFP, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land in accordance with Section 5.02 of the

Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract award.

The County, "CareerSource" South Florida, Neighbors and Neighbors Association (NANA), and other local agencies have partnered to offer a Construction Certification Training to help put eligible Miami-Dade County residents back to work. Employ Miami-Dade has three goals: 1) connect employers who need workers with those workers; 2) provide the skills training necessary to prepare our residents to enter the workforce; and 3) ensure that Miami-Dade residents are first in line to be considered for jobs.

1.14 Residents First Training and Employment Program

Pursuant to Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the project, all persons employed by the contractor or subcontractor on the project to perform construction have completed the OSHA 10-hour safety training course, and (ii) the contractor will make its best reasonable efforts to have fifty-one percent (51%) of all construction labor hours performed by Miami-Dade County residents. However, Proposals providing seventy-five percent (75%) or higher of all construction labor hours performed by Miami-Dade County residents are preferred.

Proposals shall also include requirements of Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the Contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease, if applicable. Selected Proposer shall be responsible to the County for payment of compliance monitoring costs and any penalties found due. Proposers shall submit a completed copy of the Residents First Training and Employment (RFTE) Program Responsible Contractor/Subcontractor Affidavit Form (Form 2 - RFTE 1) with their Proposal.

1.15 Davis-Bacon Requirements

Pursuant to section 2-11.16 of the Code of the Miami-Dade County Davis-Bacon Wage Schedule is in effect for Miami-Dade County. The most recent Davis-Bacon Wage Rate decision will be applicable for the construction phase of a Project at the time the construction contract is awarded. All construction and/or rehabilitation on County sites that were funded with CDBG funds shall comply with Davis-Bacon wage requirements.

The Selected Proposer is required to pay \$1,700 per month for the Davis-Bacon Compliance Review fee during all phases of construction of the Project Site.

General Contractors and sub-contractors are required to register for the Elation Systems as part of the monitoring requirements for compliance with Davis-Bacon Wage Rates, which includes submittals of Certified Payrolls. Elation Systems registration will also serve to monitor requirements compliance.

(Website address is: <https://www.elationsys.com/app/Registration> Promotion Code is: PHCD-2021)

1.16 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

In accordance with 2 CFR § 200.321, the Selected Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

1.17 CDBG Funds Requirements, Compliance with National Objectives

The Project Site is subject to HUD's CDBG funding requirements and must also meet HUD's National Objectives. The County, as a grant recipient of CDBG funds, must certify that its projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one or more of the national objectives to benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient that receives CDBG funds must ensure and maintain evidence that each of its activities assisted with CDBG funds meets the national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in 24 CFR § 570.208, which can be accessed by going to the following website: <https://www.law.cornell.edu/cfr/text/24/570.208>.

2.0 SCOPE OF SERVICES

2.1 Background

The purpose of this Solicitation is to maximize and expedite the development potential of the Project Site, which consists of the properties located at 395 NW 1 Street site (Folio Number 01-0110-090-1120 / 0.692 acre), and the 25 NW North River Drive site (Folio Number 01-0111-020-1080 / 0.363 acre), and provide a financial return to the County, while increasing the supply of quality affordable, workforce and market rate housing for the residents of the County.

The County seeks, among other things, to have qualified developers to submit proposals, who have successful experience in obtaining project financing and can aggressively pursue all available funding sources, which shall include the Florida Housing Finance Corporation (FHFC) funding, including but not limited to Low Income Housing Tax Credits (LIHTC), State Apartment Incentive Loan (SAIL), Federal Home Loan Bank (Affordable Housing Program (AHP) and Community Investment Program (CIP)), New Market Tax credits, EB-5 program, etc., in addition to any other funding which may be available from private foundations, corporations, etc. The Project Site consist of two properties located at 395 NW 1 Street, and 25 NW North River for the new development, and are located within an approved census tract by former Governor Rick Scott for Opportunity Zone Funding via the Tax Cuts and Jobs Act. The County seeks qualified developers to make the Project financially viable, meet stated objectives and requirements of this RFP, in addition to minimizing funding sources (Surtax, etc.) from the County. Project must contain at least 425 living units

The County seeks Proposers who can provide the following:

1. A comprehensive redevelopment maximizing density in accordance to the Government Center Subzone of the Fixed-Guideway Rapid Transit Zone (RTZ), while remaining sensitive to the neighborhood scale.
2. Build and properly maintain quality affordable, workforce and market rate units.
3. Provide the type of project and units that best suit the needs of the neighborhood and County.
4. Maximize financial return to the County so that additional affordable units can be built to further assist the citizens of Miami- Dade County.
5. Provide for a distinctive design for the building and site in consultation with the County and take into consideration the Baseline/Recommended Design Criteria Guidelines that are attached to this RFP (Attachment 5).
6. Complete the facility quickly and serve as a model of public/private partnerships for effective and efficient development.
7. Work closely with all agencies including but not limited to the Federal Aviation Administration (FAA), that are involved in various approval process for this project.
8. Work closely with permitting agencies and document the permitting and inspection process to include progress reports and recommendations on improving and expediting the process.
9. Obtain all certifications, inclusive but not limited to the Certification of Occupancy.

The County will retain ownership of the land, and may participate in business arrangements with the company that owns the improvements. The County expects to share in any revenue generated by new development. This may include, but is not limited to

ground lease payments, net revenues, share of developer fees, and other sources as may be negotiated between the County and Developer as part of the Master Development, Agreement or other agreement.

2.2 Minimum Qualifications Requirements of Development Team

The Selected Proposer shall have a Development Team that meets and maintains all applicable licensing requirements and registration in the State of Florida, required for all phases of Project including design, development and operation of the Project Site.

2.3 Preferred Qualification Requirements

The Selected Proposer shall demonstrate the capabilities, expertise, and resources to pursue and obtain financing and successfully perform the Scope of Services for the Project Site and perform all other services required for the redevelopment of the project in its entirety as indicated in this RFP.

2.4 Project Requirements/Specifications

The Selected Proposer shall comply with the following requirements for this Project:

- a. The existing building will be demolished and be replaced with a mix of affordable, workforce, and market rate housing units (i.e., the new units) pursuant to the Selected Proposer's development approach. The bedroom mix for the new building may include: studios, one-bedroom, two-bedroom and three-bedroom units and shall also include, but not be limited to community center(s) or clubhouse, gym, laundry rooms, parking, common areas, retail or other use, etc. Design shall be in compliance with ADA/UFAS latest codes.
- b. The affordable, workforce and market rate units shall be interspersed within the building without concentration in any one area.

At least 15% of the total unit count shall be set aside for families earning up to 80% of annual AMI as determined by HUD. The set aside units shall include a mix of studio, one, two, and three bedroom units.

- c. In accordance with Resolution No. R-617-18, the Selected Proposer shall provide a written natural disaster plan in place that addresses activities required before, during, and after a natural disaster. The written natural disaster plan shall include the provisions indicated below:
 1. Selected Proposer shall provide written natural disaster plan approved by the County Mayor, or the County Mayor's designee for the Project. Such natural disaster plan shall be updated annually, be made available to the residents and first responders, and include at a minimum the following information:
 - (a) An evacuation plan for all residents of the housing development; and
 - (b) Steps to be taken in order to identify all residents who evacuate from or choose to remain in the housing development before and after a natural disaster; and
 - (c) A communication plan between the developer, borrower or grantee and their personnel before, during and after a natural disaster; and
 - (d) Any other requirements that the County Mayor or the County Mayor's designee, at their sole discretion, determines to be necessary for inclusion in the natural disaster plan.

The Selected Proposer shall work cooperatively with PHCD and, if applicable; other stakeholders including the Miami-Dade County School Board, Miami-Dade County Police Department, City of Miami Police Department, social services agencies, community groups, private foundations and companies, etc.

- d. The selected Proposer shall incorporate in its proposed development among other things, items as indicated below for community features/common areas and unit amenities.

Community Features / Common Areas (Each Tower)	Amenities (Each Tower)
Security system/cameras to include facial recognition and License plate readers (LPR's)	Washers and dryers in each unit
Impact windows and doors*	Tile/Marble flooring
Designated guest parking	Impact windows and doors*
Assigned resident parking	Modern kitchen cabinets
Elevators*	Granite countertops (Or Approved Equal)
Motion sensor exterior lights	Energy-efficient appliances
Gated parking lot with key fob entry or card entry	Window treatment/coverings for each window
Computer lab/print lab	Accessibility-Compliance with Uniform Federal Accessibility Standards (UFAS) *
Clubhouse/Community Center	
Pool(s) within Project Site	
Gym/Exercise room	
Pool(s)	
Accessibility-Compliance with Uniform Federal Accessibility Standards per UFAS Requirements *	

*As per applicable Codes

- e. The design of the Project shall include CPTED strategies, in addition to meeting with police and others who can provide beneficial input for additional crime prevention initiatives.
- f. Proposers shall provide all other services as may be required to implement the redevelopment project in its entirety.

2.5 Project Site

The Project Site shall consist of the properties located at 395 NW 1 Street, and 25 NW North River Drive for the new development. Prior to submitting Proposals, Proposers shall become familiar with the Project (See Attachment 1), for the overview of the properties location and full legal description; and Boundary Surveys for Project Site (see Attachment 2); and conduct additional investigations and due diligence to ascertain site conditions, availability and location of utilities and connections, flood criteria/finished floor elevation requirements, zoning, and all other site and/or project-related requirements, to ensure that the proposed Project can be built on the Property within costs and schedule indicated in the Proposer's Proposal.

For existing building drawings, see Attachment 4.

2.6 Selected Proposer's Key Tasks

The Selected Proposer shall perform the following key tasks:

- a. Obtain funding for the Project, for all phases of the development and operation, from any of the available funding sources as indicated herein and as otherwise determined by the developer.
- b. Plan, design, expedite and obtain all permitting approvals, demolish, develop, construct, obtain corresponding certificates including, but not limited to Certification of Completion maintain, and operate the proposed Project Site consistent with stated goals and requirements of the solicitation and agreement(s) pursuant to all applicable Federal, State, and Local requirements.

2.7 Deliverables

Proposers shall submit a detailed narrative explaining their proposed design, phasing, proposed plan for construction, plan and any other required responses with its Proposal, as further enumerated in this RFP. Selected Proposer shall provide on a timely manner all applicable plans, reports, information, documents, or any resource required for the redevelopment and operation of the Project Site and/or as required by PHCD.

2.8 Projected Development Schedule

The Proposer shall provide a projected development schedule and timeline for the project, addressing all major milestones of development including: negotiations, site plan approval, re-zoning (if applicable), design and construction documents, building permit approvals, financial closing, construction, marketing, and lease-up. Schedule of completion, including milestones and any possible penalties shall be the subject to liquidated damages that will be negotiated-during the process of formulating a lease agreement and/or

master development agreement with the Selected Proposer. Proposers should discuss any expected variances in the timeline, and must disclose of any issues, or potential matters, that might delay the Proposer from commencing with the Project as envisioned, or otherwise delay the Project, such as, but not limited to, other development project undertaken by the Proposer.

2.9 Design and Development Guidelines

Project must conform to requirements of the Florida Building Code, the Miami-Dade County requirements including, but not limited to the Government Center Subzone of the Fixed-Guideway Rapid Transit Zone (RTZ) (See Attachments 7 & 8), any other potential government requirements, and the requirements imposed by this Solicitation, along with any negotiated lease agreement and master development agreement between the County and the Selected Proposer. It should be noted that required sustainable design elements will include as minimum Leadership in Energy & Environmental Design (LEED) Silver certification for new construction; Florida Green Building Coalition (FGBC), or other comparable rating system for certifying and soaring the environmental stewardship of a project. The project shall be certified by an appropriate Professional associated with the sustainable design standard that is being adhered to.

The Project must be visually appealing and welcoming to the entire community. It cannot be offensive or provide elements that can be determined to be obscene, annoying, degrading, distasteful, hideous, unpleasant, or hateful. The architectural design features must include, but are not limited to, the following: 1) pedestrian safety, with sufficient lighting and open space; 2) clear and distinct entrances and egress; 3) residential units sensitive to the traffic and 4) modern architectural creativity that enhances the neighborhood.

The County reserves the right to negotiate the design elements of any of the Proposals submitted in response to this Solicitation. Such modifications can be to the façade, shape, and/or the interior space of any building included in the Project.

The design should be compatible within the County's Baseline/Recommended Design Criteria. (See attachment 5). The Proposal shall be based upon the Baseline/Recommended Design Criteria in Attachment 5. However, alternative designs will be considered. Proposed design alternatives should meet or exceed the programming and space requirements laid out in the Baseline/Recommended Design Criteria.

2.10 Art in Public Places

This Project is subject to the Art in Public Places ("APP") provisions in section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Selected Proposer shall transmit one and half (1.5%) of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Selected Proposer is required to work collaboratively with the Department of Cultural Affairs and PHCD on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

2.11 Sustainable Buildings Program

The Selected Proposer shall cooperate and cause its contractors and consultants to cooperate with the County's Sustainability Manager in order to incorporate green building practices into the planning and design of the Capital Improvements pursuant to County Ordinance No. 07-65 concerning the County's Sustainable Buildings Program. The Selected Proposer shall, in each of its contracts and subcontracts, include a provision that the contractor, subcontractor and/or sub-consultant shall comply with all requirements of the County's Sustainable Building Program. The terms for compliance with the County's Sustainable Buildings Program will be negotiated at the time of the award of the contract.

2.12 Assessment of Project Site

Prior to submitting its proposals, Proposers shall become familiar with the Project Site and conduct additional investigations and due diligence to ascertain site conditions, availability and location of utilities and connections, flood criteria/finished floor elevation requirements, zoning, and all other site and/or project-related requirements, to ensure that the proposed project can be built on the site within costs and schedule indicated in the Proposer's proposal.

2.13 Proposer's Certification

By submitting its proposal, Proposer certifies that the information contained in its proposal has been carefully reviewed, is accurate and that the proposed development can be completed in its entirety, (including schedule and budget) in accordance with the proposal submitted to the County.

2.14 Environmental

The Selected Proposer will be responsible to perform its due diligence environmental site analysis and obtain the Environmental Site Assessment (ESA) reports for sites where reports are not available through this RFP (Attachment 3), and pay for all, or any further environmental assessments/testing, and source removal, inclusive but not limited to Asbestos Survey, Radon testing/assessment, as required by Miami-Dade County Regulatory and Economic Resources (RER) / Department of Environmental Management (DERM). Proposer is responsible to submit all ESA reports it conducts for DERM review and DERM recommendations, Should the County incur any costs in acquiring Environmental Site Assessment approval, either before selection of a developer or after such selection, the selected Proposer agrees to reimburse the County after such costs.

2.15 Budget/Funding

It is the sole responsibility of the Selected Proposer to apply for and obtain construction and permanent financing from the lender(s) investor(s), or other entities in amounts consistent with the Lease Agreement and to develop and complete the project. At this point in time, Miami-Dade County will not be committing to contributing any funding toward the Mixed-Use Development on the Project Site. The Selected Proposer may use different and/or a combination of lenders or investors for construction and/or permanent financing. Each Proposer will be required to submit a term sheet and a letter of intent (or a commitment letter) from lender(s) or investor(s) indicating a willingness to finance an amount necessary for financing of the Project. Should the Selected Proposer fail, for any reason, to secure such term sheet(s) and letter(s) of intent (or a commitment letter(s) from financing entities within a reasonable time as determined in the sole discretion of the County, the County shall be free to terminate any agreement that it may have with the selected proposer regarding development of the Project Site.

Selected Proposer may use subsidy sources from the County or other entities should they become available in the future. Selected Proposer must comply with all terms of any subsidy programs that are utilized. However, absent the receipt of a subsidy from the County or other entities, depending upon the type and amount of such subsidy, the Selected Proposer shall be required to complete the proposed development Project in a timely manner.

2.16 Payments to County

The County will retain ownership of the land and may participate in business arrangements with the company that owns the improvements which will include co-property management of the Project Site. The Project Site will be leased to the Selected Proposer under a long-term ground lease agreement.

The Selected Proposer shall pay to the County for the use of the Project Site and other benefits or services, revenue and income streams as noted below and indicated in Form 1 including but not limited to:

1) **Ground Lease Payments**

The Ground Lease Payments shall be payable for the period between entering into the lease agreement with the County, after the approval by the Board of County Commissioners, and the end of the resulting ground lease agreement. The first payment shall be as or as negotiated between the parties due at the Financial Closing date.

2) **Share of Revenues/Net Cash Flow**

After stabilization period, about one year after issuance of Certificate of Occupancy, and through the termination date of the ground lease agreement, the Selected Proposer shall pay to the County a share of revenues/net cash flow in accordance with the terms of the resulting agreement that will allow for modification as net cash flow projections become more certain as the project progresses.

3) **Percentage of Developer Fees**

The Selected Proposer shall pay the County a percentage of developer fees at a minimum of twenty-five percent (25%) of developer fees. Additional percentage above twenty-five percent (25%) is at the discretion of the Proposer and should be included in the Proposal.

4) Other Payments

The Selected Proposer shall pay to the County other fees, revenues portions and income streams that may be proposed by the proposer or County during negotiations and development of the Ground Lease, Master Development Agreement or other appropriate documents.

- 5) Elements under 2.16 are subject to modification. The item listed in 2.16 are not intended to be exhaustive of possible provisions of value provided to the County in association with this project.
- 6) All elements under 2.16 are subject to modification. The items listed in 2.16 are not exhaustive of possible items of value that may be provided to the County in association with this project.
- 7) All payments to the County from this project shall be used for affordable and mixed income projects that benefit Miami-Dade County District 5 residents.

2.17 Personnel, Services and Bonding Requirements

In addition to services required for architectural/engineering, financial, legal, property management, transfer/relocation, zoning and any other required services to fully implement the required redevelopment, awarded developer, subject to PHCD approval, shall procure a general contractor (using a competitive low-bid process or submission of identity of interest waiver when the contractor is affiliated with Proposer) that has the experience, bonding and Insurance capacity to build the proposed project. Bonds and Insurance shall comply with the standards outlined in Exhibit A herein.

For projects which involve construction work, the County requires the Developer to provide the County with a Payment and Performance Bond in the full amount of the construction contract, naming the County as a dual obligee. For projects which involve construction work on County-owned property, the County shall require, at least ten (10) days' prior to the commencement of any construction work on the property and to the purchase and delivery of any materials, equipment or supplies for construction, a payment and performance bond that meets the requirements set forth in section 255.05, Florida Statutes, which bond shall be in the full amount of the construction costs of all of the improvements to be undertaken on County-owned property and shall cover all contractors, subcontractors, or materials providers downstream from the Developer, including but not limited to the General Contractor. The payment and performance bond shall name the Developer as the principal and the County as a dual obligee. In lieu of applicant providing a Payment and Performance Bond, the County may, at its sole and absolute discretion, accept an alternative form of security permitted pursuant to section 255.05(6), Florida Statutes, in an amount to be determined by the County, in its sole and absolute discretion. However, the County shall in no event be required to accept any alternative to the Payment and Performance Bond.

2.18 Real Property Taxes and Charges

As County-owned property, the Project Site is currently not subject to real estate taxes, except to the extent the Site consists of privately-owned real property. However, such tax exemption may not be available during or after completion of any development project by the Selected Developer. It is the responsibility of the Selected Developer, in conjunction with its legal counsel, to determine any and all tax consequences which may arise due to the Selected Developer developing the project on County-owned land. The County makes no representations or warranties as to the continued availability of any exemption or tax benefit, or to the Selected Developer's ability to receive any such exemption or benefit.

2.19 CareerSource South Florida

CareerSource South Florida (formerly known as the First Source Hiring Referral Program). Where applicable, pursuant to section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the awarded developer, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful proposer is free to fill its vacancies from other sources. The successful proposer will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until the contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500.00/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the program are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

2.20 Sea Level Rise

In accordance with Resolution No. R-451-14, the Selected Proposer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Project, using regionally consistent unified sea level rise projections, during all project phases including but not limited to planning, design, and construction, to ensure that the Project will function properly for fifty (50) years or the design life of the project, whichever is greater.

3.0 RESPONSE REQUIREMENTS FOR PROPOSERS

3.1 Submittal Requirements

In response to this RFP, Proposer shall return the entire completed Proposal Submission Package. Proposers shall carefully review and follow the format (letters and number sequence) and instructions outlined therein. Submittal shall be provided as follows:

- One (1) original submittal in a 3-ring binder with tabs as indicated herein. Provide a divider for each tab, in color.
- Five (5) copies of the submittal in a 3-ring binder with tabs as indicated herein. Provide a divider for each tab, in color.
- Sixteen (16) thumb drives of the submittal.
- For each item requiring a response, Proposer's proposal shall indicate the requirement (in the same manner as indicated in RFA) and the Proposers response to that item.
- Indicate the name of Proposer and name of this RFP on cover page of all proposals submitted and container with thumb drives.

All documents must be fully completed and signed as required. The proposal shall be written in a clear and concise manner (page count has been included) in the form and format as indicated herein and in sufficient detail to permit the County to conduct a meaningful evaluation of the RFP requirements and Proposer's responses. However, information not requested in RFP or overly elaborate responses are not requested or desired.

Note: PHCD is seeking Proposers from the Developer Pool who can provide responsive, responsible, realistic and well thought out proposals that meet the requirements of this RFP and deliver on what has been proposed. PHCD will hold Proposers accountable for commitments contained in their proposals; however all commitments are subject to modification during subsequent negotiations between PHCD and Proposers, and additional commitments may be required. If the awarded Proposer fails to meet any of its commitments, it is subject to sanctions as determined by PHCD which may include but are not limited to: termination, deletion from PHCD developer pools, disqualification from future developer pool applications, disqualification from future PHCD RFP, etc.

3.2 Proposal Submittal Form, Cover Page of Proposal

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

3.3 Proposer Information

Complete Proposer Information section following the requirements indicated therein and provide responses to the questions with specificity and detail (single spaced and 11 point font size).

Note 1: The Proposer Information document is available in Word and is included in the Solicitation attachments for download and completion.

3.4 Affidavits/Acknowledgements

Complete and sign the following:

- a. Lobbyist Registration for Oral Presentation (Notarize and Sign)
- b. Fair Subcontracting Practices
- c. Subcontractor/Supplier Listing
- d. Contractor Due Diligence Affidavit (Notarize and Sign)

- e. Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1) (Notarize and Sign)
- f. Form A-2 – Acknowledgement of Addenda
- g. Form A-3 – Submittal Identification Form

Note 2: For Forms that require to be notarized, Proposers must fill, print, notarize, scan (PDF), and submit with their proposal.

3.5 Form 1 – Revenue and Income Streams Proposal

Complete following the requirements therein.

Note 3: This is a sealed Solicitation.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements 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 at the sole discretion of the County's Attorney Office. **This is a Threshold Requirement (refer to Threshold Requirements definition).**

4.2 Evaluation Criteria

In the event the County receives less than three (3) responsive bids, Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank Proposals on all of the criteria listed below. In the event that the County receives more than three (3) responsive bids, the Competitive Selection Committee will first evaluate the bids based upon the Technical Criteria alone (items 1-16 below) and then the three highest ranked bidders will then be evaluated based upon an aggregate of all Technical and Revenue Criteria.

The Evaluation/Selection Committee will be comprised of appropriate County personnel from various Departments with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total amount as indicated on following page per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>	
1. Proposer's Qualifications, Experience and Past Performance. (Proposer Information Section 1, 2 and 3)	20	
2. Proposer's Financial Strength. (Proposer Information Section 4)	20	
	Subtotal	40
3. Development Team Key personnel and Professional Consultants experience developing similar projects.	12	
4. Development Team key personnel experience in developing Multi-family rental housing (Proposer Information	15	
5. Management experience. (Proposer Information Section 6)	6	
6. Architect's experience. (Proposer Information Section 7)	4	
7. Innovative design and construction systems approach. (Proposer Information Section 7. E) and 9)	7	
8. Legal Counsel experience in mixed income, affordable, workforce. (Proposer Information Section 8)	10	
	Subtotal	54
9. Proposed design and development concept for the project and its compatibility to the community, proposed amenities and proposed innovative construction approaches, number of units. (Proposer Information Section 9)	17	
10. Action plan and project development schedule/realistic timeline. (Proposer Information Section 9)	10	
11. Proposed CPTED best practices in the proposed development. (Proposer Information Section 9)	4	
12. Proposed financial strategy including funding sources, as applicable, and firmness of financing commitments, Proforma, and proposed County participation in revenue and income streams. (Proposer Information Section 10)	15	
	Subtotal	46

14. Resident Job Training and Employment. (Proposer Information Section 11)	3	
15. Workload, Staffing and Capacity/Ability to Implement Active Projects and this Project. (Proposer Information Section 13)	10	
16. Compatibility with County initial design (see Attachment 5)	10	
17. Meeting 15% set aside of units for families earning up to 80% annual Area Median Income (AMI)* (Proposer Information Section 9)	10	
18. Commitment of subcontractors to small business, minority owned business, and women owned business	10	
	Subtotal	43
Technical Points		183
Revenue Criteria		
19. County participation in revenue and income streams. (Form 1 – Revenue and Income Streams Proposal)	15	
	Total Points	198

***Note:** Five (5) bonus points will be provided if the proposal includes 20% set-aside for affordable housing units.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Local Certified Veteran Business Enterprise Preference

Not applicable.

4.5 Revenue and Income Streams Evaluation

The revenue and income streams proposal will be evaluated in combination with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the County’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The revenue and income streams evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and revenue and income streams of the contract as may be in the best interest of the County.

4.6 Local Preference

Not applicable.

4.7 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor, or designee will determine with which Proposer(s) the County shall negotiate, if any. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

Any Proposer recommended for negotiations may be required to provide to the County:

- a) A completed Collusion Affidavit, in accordance with section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.).
- b) 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.
- c) 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 is or has been involved within the last three years.
- d) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.8 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.9 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

4.10 Development Rights

The Selected Proposer shall not have more than eleven (11) months from the execution of the initial ground lease to obtain financing to make the first phase of the Project financially feasible for development, as determined by PHCD, after which time development rights will automatically expire under this RFP. The County, however, shall have no obligation to provide a new ground lease beyond the initial eleven (11) month ground lease provided to the Selected Proposer. Selected Proposer shall not transfer development rights.

5.0 TERMS AND CONDITIONS

The terms and conditions summarized below are of special note and will be described in their entirety in the ground lease agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidadegov/procurement/vendor-registration.asp>.

b) Indemnification, Insurance, and Bond Requirements

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 the Selected Proposer or its employees, agents, servants, partners principals or subcontractors.

The Contractor shall furnish to the County, Public Housing and Community Development Department (PHCD), Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements (see [Exhibit A](#) – Indemnification, Insurance, and Bond Requirements).

c) Inspector General Reviews

In accordance with section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis,

perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

d) Additional Information

All information indicated in this RFP and other sources are for the convenience of Proposer's initial review and planning purposes only. It is the Proposer's responsibility to perform additional detailed reviews and any other due diligence required in determining and verifying project information including but not limited to zoning, possible density, historic designations (if applicable), land use restrictions, acreage, etc. Any references to Resolutions, County Code, etc. shall not be to the exclusion of any other applicable requirements.

6.0 ATTACHMENTS

Attachment 1 – Project Site/Aerial Map

Attachment 2 – Boundary Survey for Project Site

Attachment 3 – Environmental Reports for Project Site

Attachment 4 – Existing Construction Drawings

Attachment 5 – Baseline/Recommended Design Criteria Guidelines

Attachment 6 – Government Center Subzone

Attachment 7 – Miami-Dade County Code of Ordinance

Attachment 8 – Airport Zoning Ordinance 19-112

Proposal Submission Package:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

Form 1 – Revenue and Income Streams Proposal

Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)

Form A-2 – Acknowledgement of Addenda

Form A-3 – Submittal Identification Form

Exhibit A – Indemnification, Insurance, and Bond Requirements

Byrd Anti-Lobbying Amendment Certification Form

Suspension and Debarment Certification Form