



## REQUEST FOR PROPOSALS (RFP)

EVENT NO.:

EVENT TITLE: ELIZABETH VIRRICK I - 1613 NW 25 AVENUE DEVELOPMENT PROJECT

PRE-PROPOSAL CONFERENCE TO BE HELD:

January 25<sup>th</sup>, 2024 @ 11:00 A.M.

ISSUED BY MIAMI-DADE COUNTY:

Public Housing and Community Development Department (PHCD)

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Indira Rajkumar-Futch, Procurement Contracting Manager  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor, Miami, Florida 33136  
indi@miamidade.gov

PROPOSALS DUE:

February 19, 2024 @ 2:00 PM (local time)

IT IS THE POLICY OF MIAMI-DADE COUNTY (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)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via INFORMS. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's system, INFORMS, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. 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 County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

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 County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by INFORMS at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks. **Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.**

### 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

**1) Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Department of Public Housing and Community Development (PHCD), is soliciting Proposals from experienced developers with a proven track record of successfully completing profitable, residential and/or mixed-use developments for the joint development of the County-owned property known as Elizabeth Virrick I - 1613 NW 25 Avenue, Miami Florida, Folio No. 01-3134-026-0150 (Development Site). Subject to the approval of the Miami-Dade County Board of County Commissioners (the Board), the United States Housing and Urban Development (HUD) and any other governmental bodies that may be necessary, the County anticipates awarding a Development Agreement for the right and obligation to develop, operate, manage, and lease the subject property described above. The Development Agreement will require the property to be developed in one phase and will provide for long-term ground lease(s) to become effective immediately upon the Developer meeting all requirements to begin construction, as more fully explained in Section 2 below.

It is anticipated that the ground lease(s) resulting from this Solicitation will have a total maximum term of 75 years. The terms of any agreement will be negotiated with the Selected Proposer based upon the scope of the development proposed, at the County's sole discretion.

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

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 <a href="mailto:ada.coordinator@miamidade.gov">ada.coordinator@miamidade.gov</a> at least five days in advance.
Deadline for Receipt of Questions:	February 5 <sup>th</sup> , 2024, @ 3:00 pm (local time)
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	May/June 2024
Projected Award Date:	July 2024

**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**" to 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 HUD, Miami-Dade County, Florida Housing Finance Corporation, as applicable.
2. The words "**As of Rights - T5-R Zoning**" to mean the existing Transect Zone 5 zoning of the Development Site which allows for higher density mixed-use building types. As-of rights refers to a development that complies with the existing zoning and allows the development of the site to move forward as expeditiously as is feasible.
3. The words "**Art in Public Places**" to mean compliance with 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.
4. The words "**Board**" or "**Board of County Commissioners**" to mean Miami-Dade Board of County Commissioners.
5. The word "**Bonds**" to mean debt securities issued by state and local governments to raise money for affordable housing developments.
6. The words "**Certified Business Financial Statements**" to mean proposer's business 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).
7. The word "**Closing**" to mean the execution and delivery of a development agreement for the Project, in accordance with the provisions of the Development Agreement, at which time the Developer shall take possession of the Development Site(s)
8. The words "**Competitive Selection Committee**" or "**Review Team**" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.

9. The word “**Contractor**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
10. The word “**Conveyed**” to mean the agreement(s) under which the County-owned property will be conveyed to the Developer for development which becomes effective upon the Developer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.
11. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
12. The word “**County Property**” to mean property that is owned by Miami-Dade County.
13. The words “**Crime Prevention Through Environmental Design,**” or “**CPTED**” to 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 barricades, landscaping, locked 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).
14. The word “**Developer**” or “**Proposer**” to mean the person, firm, entity, organization an individual, association, corporation, joint venture or partnership, as stated on the Submittal Form, which possesses the requisite skill, experience, and credit worthiness as required in the application, and is submitting a proposal pursuant to this RFP.
15. The words “**Developer’s Fees**” to mean the developer fees, which are subject to Cost Control and Safe Harbor Standards (Safe Harbor) limitations for all categories (including Developer’s overhead, Developer’s fees, contractor fees, consultant fees, etc.) HUD requires that a fee in excess of the nine percent (9%) or less of the project costs limit per Safe Harbor be justified by meeting the criteria stated in Safe Harbor. Additionally, a fee in excess of twelve percent (12%) of the project costs will only be

allowed if: 1) allowed by the Florida Housing Finance Corporation if funding is awarded by said agency; and 2) with significant justification from the Developer demonstrating the increased risk. Under no condition will the County reimburse Developers for costs incurred on the development prior to an executed written agreement and loan closing with recorded documents in effect. Developer's fees shall be limited pursuant to Miami-Dade County Resolution No.R-219-18, as applicable.

16. The words "**Developer's Hard Costs**" to mean the monetary costs of physically preparing the site and building the structure.
17. The term "**Development Agreement**" or "**Agreement**" to mean the agreement between the Developer and the County resulting from this Solicitation which contains the general terms, conditions, and obligations under which the development rights to the Development Site will be granted to the Developer and the Development Site is to be developed, managed, and operated.
18. The words "**Development Soft Costs**" to mean costs for appraisals, attorney's fees, architectural fees, construction related, engineering fees, real-estate related fees and other development costs not associated with the actual hard construction.
19. The term "**Development Phase**" to mean some or all portions of a Project which are approved, funded, constructed together.
20. The term "**Development Site**", "**Project Site**" or "**Site A**" to mean the approximately 0.6936 acres of real property located at the corner of NW 16th Street and NW 25th Avenue (Folio No. 01-3134-026-0150), which is being offered for development with "As of Rights - T5-R Zoning" by this Solicitation, as described in Attachment 1.
21. The words "**Extremely Low Income**" or "**ELI**" to mean families defined as very low-income families whose incomes do not exceed the higher of the Federal poverty level or thirty percent (30%) of Area Median Income.
22. The words "**Financial Closing**" to mean a stage of the Project when all conditions of the financing agreements are fulfilled prior to the initial availability of funds.
23. The words "**Firm Commitment**" to 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 an industry-recognized financial institution and show evidence of initial underwriting by the lender or from a financial source determined through documented evidence to be able to support the commitment. Firm commitment shall match the proposed project including building type, number of units, unit mix, number of bedrooms, amenities, etc. Firm commitment and/or commitment(s) as it relates to Resident Job Training, Employment, Section 3, Small and Minority Firms, Women-Owned Enterprises and Labor Area Surplus Firms, shall mean quantifiable numbers and details to describe items as enumerated in the RFP documents.
24. The words "**Green Building**," or "**Green Construction**," or "**Sustainable Building**" to mean an approach to development that incorporates in design and operations, ecologically sensitive and resource efficient technologies, 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)  $\leq 75$ , 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.
25. The acronym "**HUD**" to mean U.S. Department of Housing and Urban Development
26. The words "**Joint Venture**" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
27. The words "**Labor Surplus Area (LSA)**" to mean a civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of twenty percent (20%) or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the National annual average unemployment rate during the referenced period is less than six percent (6%) then the qualifying rate is six percent (6%). If the

National annual average unemployment rate during the referenced period is above ten percent (10%) then the qualifying rate is ten percent (10%).

28. The words "**Leadership in Energy & Environmental Design**" or "**LEED Silver**" to 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.
29. The word "**Lease**" to mean the agreement under which County-owned property will be leased to the Developer for development under a ground lease which becomes effective upon the Developer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.
30. The words "**Licensed Software**" to mean the software component(s) provided pursuant to the Contract.
31. The term "**like-kind project**" or "**like-kind development**," to mean a development of similar scope, size, height, budget, unit mix and with similar amenities and project goals to the development put forth in this RFP.
32. The words "**Liquidated Damages**" to 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.
33. The words "**Low-income**" to mean families whose incomes do not exceed the higher of the Federal poverty level or eighty percent (80%) of Area Median Income. as specified in Florida State Statute s.420.0004.
34. The words "**Market Rate Unit**" to 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.
35. The words "**Mixed-Income Development**" to 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.
36. The words "**Moderate-income**" to mean families whose incomes do not exceed the higher of the Federal poverty level or one hundred forty percent (140%) of Area Median Income
37. The word "**must**" when used in this Solicitation is intended to always convey a mandate and/or a requirement.
38. The words "**must not**" when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
39. The word "**Neurodivergent**" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
40. The word "**Phase**" to mean some or all portions of a Project which are approved, funded, constructed together.
41. The word "**Principal**" to mean 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.
42. The words "**Produced in the United States**" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
43. The word "**Project**" to mean the overall development of the Development Site, if applicable, as contemplated by the response of the Developer to this Solicitation as may be amended or modified through negotiations and/or in accordance with the provisions of the resulting Development Agreement.
44. The word "**Project Site**" or "**Development Site**" to mean the County-owned property, which is approximately 0.6936 acres (30,125 SF) of County-owned property (Folio No. 01-3134-026-0150) located at 1613 NW 25 Avenue, Miami Florida,

45. The word "**Proposal**" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
46. The words "**Scope of Services**" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
47. The words "**Section 3 Business**" to mean a business certified by PHCD, in order to be considered as a Section 3 business, under this RFP.
48. The words "**Selected Developer**" or "**Selected Proposer**", or "**Contractor**" to mean the Proposer that is approved by the Board, and who enters into a master development agreement (MDA) with the County as a result of this Solicitation, also to be known as "**the Prime Contractor**".
49. The words "**Site Control**" to mean Proposers must demonstrate site control (e.g., recorded title, executed lease agreement, firm purchase contract, Option-to-Purchase, or Local Government Resolution) for the additional site proposed (privately-owned site) for the project (if applicable).
50. The word "**shall**" when used in this Solicitation is intended to always convey a mandate and/or a requirement.
51. The words "**shall not**" when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
52. The word "**Solicitation**" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
53. The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
54. The words "**Threshold Requirements**" to 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.
55. The words "**Total Development Cost**," or "**TDC**" to mean the total cost of completing the entire project, including but not limited to hard costs and 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 if any, 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.
56. The words "**Uniform Federal Accessibility Standards**," or "**UFAS**" to mean the Federal standards which are applicable for public housing units' rehabilitation and/or new construction.
57. The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
58. The words "**Workforce Housing**" to 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, as specified in Florida State Statute s.420.0004 or section 17-140 and 33-193.6 of the Code of Miami-Dade County, Florida..

### **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 nonresponsive. 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, 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 County has the option, at its sole and absolute discretion, to negotiate any and all terms and proposal contents, including project phasing plans. Proposer 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 one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the 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, (the "Public Record Law")

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, 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 (the "Code"), 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 Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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 (the "Board") 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](mailto: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 regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to 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, are prohibited.

#### **1.7 Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the 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 of the 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, 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, 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 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 Sustainable Procurement Practices**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, (d) maximize fiscally responsible "high value, high impact" actions, and (e) advocate for advancing a more equitable, inclusive workforce by encouraging vendors doing business with Miami-Dade County to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities.



### 1.11 Sustainable Code Building Program

Development resulting from this Solicitation shall be subject to Miami-Dade County Ordinance 07-65 codified in Chapter 9 of the Miami-Dade County Code of Ordinances, Sections 9-71 through 9-75.

- (1) The Development is subject to the County's Sustainable Buildings Program provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department. **The Developer shall design the Townhome Development to obtain a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED")** as required by County Implementing Order 8-8. Pursuant to Implementing Order 8-8, the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Development. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the County's Office of Resilience Sustainability Manager.

The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. The Developer agrees to regularly provide Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the NGBS.

Further, the LEED Silver certification or designation or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Developer specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Developer will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Developer's decision whether to incorporate or adopt any such additional steps or means shall be made in Developer's sole and absolute discretion. Other specific requirements include:

Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10; and Electric Vehicle (EV) charging stations.

Electric Vehicle (EV) charging stations required per Miami-Dade County Resolution No. R-1101-15.

Cool Roofs required per Miami-Dade County Resolution No. R-54-18 and Comprehensive Development Master Plan (CDMP) LU-10I.

Miami-Dade County Resolution No. R-795-12 related to Better Buildings Challenge Community Partnership Agreement with the United States Department of Energy may apply to this project.

- (i) Sea Level Rise and Heat Resilience:

In accordance with Miami Dade Board of County Commissioners (BCC) Resolution R-451-14, the Developer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Projects, using regionally consistent unified sea level rise projections and sea level rise data mapping websites, during all project phases including but not limited to planning, design, and construction, to ensure that the Projects will function properly for fifty (50) years or the design life of the projects, whichever is greater.

The Developer shall provide a comprehensive landscape plan for all open spaces that meets or exceeds the minimum standards described in the Miami-Dade County Landscaping Ordinance Chapters 18A and 18B and aligns with the Landscape Manual, while also complying with any municipal landscape code requirements, in a way that reduces building energy use intensity, aids onsite stormwater management, and expands existing tree canopy to increase community resilience to extreme heat while also enhancing overall appearance. In accordance with CDMP Policy LU-8I, the Developer is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo

surfaces. The Developer will be required to consult with all appropriate County departments and plans will need to be in accordance with Miami-Dade County Implementing Order IO 8-8 and approved by Miami Dade PHCD Department.

More information regarding this program can be found at:

<https://www.miamidade.gov/global/economy/resilience/sustainable-buildings-program.page>

### **1.12 Safety Standards and Regulations**

The Selected Proposer shall be required to comply with the Occupational Safety and Health Administration (OSHA) requirements. Precautions shall always be exercised for the protection of persons and property. The equipment being offered by Selected Proposer shall be the most recent model available. Any optional components which are required in accordance with the specifications of the project shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications of the project does not relieve the Selected Proposer from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials and workmanship associated with the Selected Proposer's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

The Selected Proposer performing services under the Contract shall conform to all relevant OSHA requirements, Federal, State and County regulations, and County department's safety procedures during the course of such effort. Any fine levied by the aforementioned authorities for failure to comply with these requirements shall be borne solely by the responsible Selected Proposer. Furthermore, the Federal "Right to Know" regulation implemented by OSHA requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the Selected Proposer performing under the Contract shall provide two complete sets of Material Safety Data Sheets to each County Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. For additional information on the Federal Right to Know regulation, contact OSHA at <https://www.osha.gov>.

### **1.13 Proposal Guarantee/Surety Bid**

The Proposer must submit a Proposal Guarantee in the form of a Surety Bid Bond, in the amount of \$15,000 as part of its proposal submission. The Solicitation number must be referenced on the Proposal Guarantee. A copy of the proposal guarantee must accompany the proposal submitted electronically.

The Proposal Guarantee (original document) must be received by the Miami-Dade County Clerk of the Board at 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202, Miami, Florida 33128-1983, within 48 hours of the Proposal response due date. Proposal Guarantees not received within 48 hours by the Clerk may render the Proposal non-responsive. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to Miami-Dade County. Surety Bid Form can be found under [Exhibit G](#). Proposal Guarantees will be returned after an agreement with the selected Developer is executed, unless returned earlier, at the County's discretion.

### **1.14 Performance Bond**

See Section 2.18, Personnel, Services and Bonding Requirements.

### **1.15 Contract Measures**

Not applicable.

### **1.16 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, mixed-finance regulations, Public and Indian Housing (PIH) notices, directives of HUD, and HUD's general conditions for construction, 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) 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"), which are more fully described in General Conditions for Construction Contracts-Public Housing Programs (HUD-5370), which is attached hereto as Exhibit C and incorporated by reference, Section 46 of the General Conditions for Construction Contracts-Public Housing Program.
- j) Contract Work Hours and Safety Standards Act (40 U.S.C. §3701- 3708).
- k) Miami-Dade County Resolution R-1181-18, Contractor Safety History.
- l) Miami-Dade County Resolution R-828-19, Disclosure of Discrimination Lawsuits.
- m) American with Disabilities Act (ADA) (40 U.S.C. § 12101, et. Seq. and AO No. 10-10).
- n) Miami-Dade County Section 2-1701 of the Code and IO No. 3-24, Community Workforce Program.
- o) Miami -Dade County Resolution R-230-22 and EmployABILITY 305.
- p) Miami-Dade County Comprehensive Development Master Plan (CDMP) CON-8M for tree canopy enhancement.
- q) Miami-Dade County CDMP Objective LU-13 and policies from LU-13A to LU-13I.
- r) Miami-Dade County Administrative Order 11-3, Life Cycle Costing Procedure.
- s) Miami-Dade County Resolution No. R-374-03, Policy Favoring Waste Reduction.

- t) Miami-Dade County Resolution No. R-303-17, Solar Hot Water and Solar Photovoltaic Feasibility Evaluation.
- u) Clean Air Act ( 42 U.S.C. §§7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C.§§ 1251- 1387), as amended.
- v) Debarment and Suspension (Executive Orders 12549 and 12689).
- w) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- x) The Copeland “Anti-Kickback” Act as supplemented in Department of Labor regulations (29 CFR Part 3).
- y) HUD’s reporting requirements and regulations, as specified in the Grant Agreement and required of the Owner.
- z) 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.
- aa) 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).
- bb) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- cc) Lead-Based Paint Poisoning Act (42 USC § 4821, et. seq.).
- dd) 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).
- ee) 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.
- ff) 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).
- gg) 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).
- hh) 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.
- ii) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.
- jj) 24 CFR Part 24 which applies to the employment, engagement of services, awarding of contracts, sub-grants, or funding of any recipients, or Developers or sub-Developers during any period of debarment, suspension, or placement in ineligibility status.
- kk) All applicable federal regulations including but not limited to 24 CFR part 990 and 24 CFR part 965, subpart C, and applicable HUD Public and Indian Housing Notices, including but not limited to PIH 2009-16(HA).
- ll) 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. Further, details about E-Verify are attached as Exhibit F and incorporated herein by reference.

### **1.17 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 PHCD sites (public housing units, non-public housing units, commercial, etc.) shall comply with Davis-Bacon wage requirements.

The Selected Proposer is required to pay \$3,000 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 for Section 3 compliance.

(Website address is: <https://www.elationsys.com/app/Registration> Promotion Code is: PHCD-2017)

### **1.18 Uniform Federal Accessibility Standards (UFAS) Requirements**

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, shall comply with UFAS for the development site in this RFP. 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.

### **1.19 Section 3 of the Housing and Urban Development Act of 1968 Compliance**

The work to be performed under any contract that results from this RFP is subject to the definitions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (Section 3), and Section 3 commitments as indicated in the Proposer Information Section of the RFP, for employment and other economic opportunities directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. (See also Exhibit B). Further, beyond the minimums set by HUD's Section 3 regulations, the County seeks firm commitments in the hiring and training of extremely low-, very low-, low- and moderate-income individuals, Section 3, minority businesses, women's business enterprises, and labor surplus area firms' participation, resident job training, job creation and other initiatives as further enumerated in this RFP.

### **1.20 Employ Miami-Dade Program**

Subject to the requirements and limitations of Section 3 as more fully described in Exhibit B attached hereto and the requirements of 2 CFR § 200.321 as more fully described in Section 1.17 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.

Miami-Dade 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.

### **1.21 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.

### **1.22 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;
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section;
- g) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200 and 24 CFR part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- h) Lead-Based Paint Poisoning Act (42 USC § 4821, et. Seq.).
- i) 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., Florida Statutes) and the fair housing poster regulations (24 CFR part 110).
- j) 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).
- k) 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).
- l) 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).
- m) 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.
- n) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.
- o) 24 CFR part 24 which applies to the employment, engagement of services, awarding of contracts, sub-grants, or funding of any recipients, or Developers or sub-Developers during any period of debarment, suspension, or placement in ineligibility status.

- p) All applicable federal regulations including but not limited to 24 CFR part 990 and 24 CFR part 965, subpart C, and applicable HUD Public and Indian Housing Notices, including, but not limited to, PIH 2009-16(HA) and Notice H-2019-09 PIH-2019- 23 (HA) (rev. 4).
- q) Verification of Employment Eligibility (E-Verify), as required by Section 448.095 for Florida Statutes, as amended, titled "Employment Eligibility". Pursuant to the before-mentioned law, 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 requirement 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, including but not limited to, the requirement to obtain contractor identification badges. The Selected Proposer will be required to affirm that (a) they have registered and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Selected Proposer; (b) they have required all subcontractors, subject to the agreements awarded pursuant to this RFP, to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) they have an affidavit from all subcontractors attesting that the subcontractors do not employ, contract with, or subcontract with, unauthorized aliens; and (d) they shall maintain copies of any such affidavits for duration of the agreements with the County. If the County has a good faith belief that the Selected Proposer has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate its agreement with the Selected Proposer in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Selected Proposer shall agree and acknowledge that it may not be awarded a public contract for at least one (1) year from the date of such termination and that the Selected Proposer shall be liable for any additional costs incurred by the County because of such termination. In addition, if the County has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Selected Proposer has otherwise complied with its requirements under those statutes, then the Selected Proposer shall agree that it shall terminate its contract with the subcontractor upon receipt of notice from the County of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision, which shall be incorporated in all agreements with the County, must be filed in the Circuit or County Court by the County, the Selected Proposer, or subcontractor no later than twenty (20) calendar days after the date of contract termination.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County is seeking proposals from experienced developers, with a proven track record of developing, operating, managing, leasing, and successfully completing, residential and/or mixed-use developments containing low-income, workforce and market rate housing, for a Development situated on approximately 0.6936 acres (30,125 SF) of County-owned property (Folio: 01-3134-026-0150) located at 1613 NW 25 Avenue, Miami Florida, as described in Attachment 1. The Development Site is un-improved, vacant and is subject to City of Miami T5-R Zoning.

The Selected Proposer will be subject to the HUD demolition and disposition requirements and timing, to demolish any existing site improvements, clear the property, and prepare the Site for development. Miami-Dade County, PHCD hired an architect and created a potential development concept that complies with the existing "As of Rights Zoning". The selected developer is not required to utilize the architect or site plan as provided. However, PHCD recommends that the selected developer use all resources available to begin the development process as soon as practical.

Proposers are Design and Construction Proposal where the Selected Proposer will, using Attachment 4 as an example, design and construct the development. **In any event, construction is required to begin, at latest, 12 months after RFP award. Awarded projects which have not commenced construction within 12 months of winning this RFP will have their Agreement terminated.**

Proposals submitted in response to this Solicitation must include a comprehensive plan for design and construction of the rental units on the Site subject to "As of Rights Zoning T5-R. Under this option:

- A. The proposed plan shall describe the Proposer's concept for the Development Site to include all design elements and specifications using Attachment 4 as a sample. Unit mix and total unit count should be maximized.
- B. A major objective of this, "As of Rights" Solicitation is for the development of the property offered by this Solicitation to move as expeditiously as is feasible, in compliance with all applicable regulations and to avoid having any portion of the Site remain undeveloped or underdeveloped.

- C. The proposer will assume design and construction proposal only with the development being financed by PHCD and any such County identified funding sources. Additionally, the proposer, in this option, will assume the newly constructed development will be managed by PHCD.

## 2.2 **Project Objectives**

The objectives of the County in offering the Development Site for development are the following:

- A. The redevelopment of the Site into a mixed-income development incorporating Smart Growth standards.
- B. Development which provides maximum positive economic impacts to the community, particularly through direct job creation for community residents.
- C. Development of an architectural design, which is both aesthetically appealing, and intentionally integrates with the street and neighborhood to promote livability, walkability and fosters a healthy, vibrant, neighborhood.
- D. Development which demonstrates excellence, creativity and innovation in architectural and layout design and a layout which maximizes the use of the Development Site.
- E. Development that complies with all regulations applicable at the time of commencement of construction of the Project or Project Phase, as applicable.
- F. Development that takes maximum advantage of the proximity and convenient accessibility to the Miami River.
- G. Inclusion of amenities which will be attractive and beneficial to the residents of the surrounding community and residents and/or patrons of the development.
- H. Development which incorporates resource and energy efficient features.
- I. Development with demonstrable market/financial viability.
- J. Development within the shortest time feasible.
- K. Development which provides a long-term source of income for the County based upon fair market value of the Development Site and the proposed uses of the Development Site.
- L. Development site which provides an emergency generator that will power code-required emergency items in the building, in addition to providing power for ninety-six (96) hours of operation without refueling, at a community room and a community area kitchen, within the Project Site.

## 2.3 **Property Information**

- a) The Development Site Zoned T5-R consists of approximately 0.6936 acres (30,125 SF), (Folio: 01-3134-026-0150) and is located at 1613 NW 25 Avenue, Miami, (City) Florida.
- b) Conditions which apply to development of the property include, but are not limited to, the following:

The Site is located within the City of Miami and is controlled by Miami-Dade County PHCD and HUD. The site is under City jurisdiction, thus will follow City permitting and entitlement processes and presently zoned under Miami21 and follow Article 5, Section 8 of the City of Miami Zoning Code.
- c) The Developer will be responsible for demolishing any existing site improvements, clearing the property, and preparing the Site for development. Subject to the Section 18 Disposition plan submitted to and approved by HUD attached as Exhibit G.
- d) Fee simple title ownership of the land shall remain in the name of the County and no subordination of the fee simple interest in the land or the County's ability to fully realize the monetary and non-monetary benefits contemplated by the Development Agreement and/or Lease(s) resulting from this Solicitation will be permitted.
- e) The County reserves the right to exclude existing or proposed streets, sidewalks and easements from the Development Site(s).
- f) Due to the proximity of the Miami River, certain conditions exist that may affect the Development Site. The proximity of the Miami River is critical to this Site. The Developer will be required to take reasonable measures to minimize any damages and disruptions that may occur as a result of Site development and the Developer shall hold harmless the County for any costs, losses, injuries or damages resulting from elevated noise levels and particles or sediments caused by development of the site.
- g) The rights offered by this Solicitation does not include the right to name or re-name any County-owned or operated facility and/or system. However, the County may consider granting such rights if sufficient inducement is offered.



## 2.4 Site Visits and Inspections

Prior to submitting a Proposal, Proposers shall become familiar with the Project Site - see corresponding [Project Site Attachments](#) for the overview of the property location, legal description; and Boundary Surveys, when available; and conduct additional investigations and due diligence to ascertain site condition, 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 subject site within costs and schedule indicated in the Proposer's Proposal:

Proposers will have the opportunity to visit to the Project Site at PHCD's discretion during a "To be Determined date"; all visits that involve entering the property shall be arranged in coordination with PHCD. The point of contact for scheduling these visits is PHCD staff person Ms. Ileana Pifferrer, 786-469-4122, email: [ileanap@miamidade.gov](mailto:ileanap@miamidade.gov). Any visit is only to ascertain the Project Site's condition. The Cone of Silence is in effect, so discussion regarding the solicitation is not allowed during the site visit. 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.

## 2.5 Developer's Responsibilities

- A. After award of a Development Agreement, the Developer shall be responsible for all aspects related to and payment of all expenses associated with clearing the property and preparing the Site(s) for development, planning, construction, maintenance and operation of the proposed development, including but not limited to, the following:
- 1) Securing all Project financing as required by the agreements resulting from this Solicitation and payment of all costs related to the clearing of Site A and planning, construction and operation of the proposed development;
  - 2) Obtaining certified, insured, experienced and reputable architectural, engineering, demolition and construction services including a General Contractor, project manager and Subcontractors;
  - 3) Participation in community outreach activities, as required by the County;
  - 4) Duly applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to, during and after clearing and construction;
  - 5) Platting of the Development Site(s);
  - 6) All development fees imposed in connection with the development by the County or any other agency of appropriate jurisdiction;
  - 7) All off-site public improvements and/or infrastructure required for development of the Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Developer;
  - 8) Extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities;
  - 9) Any alteration, relocation, or replacement of any County, and/or other public or private facilities, either temporary or permanent, and with any measures required to maintain County and/or other public or private operations during development shall be at the sole cost of the Developer;
  - 10) Submission of plan(s) to mitigate any disruption to County, other public and/or private operations and/or impacts to County, public and/or private facilities. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact County, public or private operations and/or facilities. Any damage or impacts to County, public or private systems, facilities or operations resulting from activities undertaken or authorized by the Developer must be immediately remediated at the Developer's sole expense. If required by the County, the Developer must prepare and submit a monitoring, mitigation and remediation plan. The plan, if required, must receive the written approval of the County and be executed by the Developer;
  - 11) Certain activities which may potentially impact County facilities and/or operations may require the presence of County employees or representatives to monitor and coordinate activities. The Developer shall be responsible for all costs incurred as a result of such activities, including but not limited to, payment for all expenses incurred by the County in providing employees or representatives to monitor and coordinate activities;
  - 12) The Developer shall be solely responsible for any environmental review and assessments required by any authority having jurisdiction over such matters including performing any and all studies and analyses required for such review and assessments and for any remediation of the Site(s), if required, at its sole expense;
  - 13) Filing of the Development Agreement, and Lease(s) or any other agreements resulting from this Solicitation and payment of all recording fees;

- 14) As the Site is County-owned, it is not currently subject to real estate taxes; however it is the responsibility of the Developer to determine any and all tax consequences which may arise as a result of placing a development on the Site and for the payment of any and all taxes associated with the development of the Site, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Site(s);
- 15) Upon award of a Development Agreement, the Developer will be required to submit biweekly status reports to the County regarding land clearing and Project development. Frequency, subject matter and details covered in status reports will be determined by the County and may be changed at any time at the discretion of the County;
- 16) Clearing of the property and commencement and completion of construction of the Project in a timely manner and in accordance with the applicable rules, regulations, ordinances and standards required by HUD Demo/Dispo policies, Miami-Dade County, the City of Miami, and any other applicable regulatory agency;
- 17) Prior to clearing and construction activities, the Developer's designated Project Manager, its contractors and/or subcontractors, as determined appropriate in the sole discretion of the County, will be required to frequently meet with County staff to provide relevant information and to coordinate construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the County;
- 18) Obtaining bonding and/or assurance of completion as required by law and in a manner acceptable to the County;
- 19) Obtaining all insurance coverages as required by the County;
- 20) Applying for and obtaining any land use planning changes and/or waivers from the appropriate agency having jurisdiction. (The County does not make or offer any representation or warranty that any such requested changes will be granted.); and
- 21) Obtaining any and all access permits from the State, County, and/or any authority with such jurisdiction.
- 22) The property is being offered for development on an "As of Right T5-R Zoning' basis." The Proposer is solely responsible for completing a comprehensive due diligence process regarding demolition of the existing improvements (if any), property clearing and development of the Site. The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.
- 23) Acceptance by the County of the Proposer's Proposal for the Development Site does not constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the Site, its suitability for the uses contemplated by this Solicitation or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal. The Developer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The County does not guarantee or represent, in any way, that it will provide support or assistance to the Developer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected Miami-Dade County officials or officials charged with issuing such approvals.
- 24) The Proposer will have obtained, and will provide within its response, evidence of construction and permanent financing. The County at its discretion, shall have no obligation to provide an award to the Selected Proposer, in the event the Developer fails, for any reason, to secure adequate financing for the development as described, and in conformity with the schedule contained in the Development Agreement resulting from this Solicitation. The County reserves the right to terminate any agreement resulting from this Solicitation, and at the County's option, reserve the right to re-advertise this solicitation for another development partner, or select the next competing Proposal from the original solicitation. The Selected Proposer shall not transfer development rights.
- 25) Commencing construction within, at latest, 12 months after RFP award. Awarded projects which have not commenced construction within 12 months of winning this RFP will have their Agreement terminated.

## **2.6 Design and Development Guidelines**

The Project must conform to requirements of the Florida Building Code, the Miami-Dade County Regulatory and Economic Resources Department, the Miami-Dade County Zoning Code, the Miami-Dade County requirements, 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 at least the minimum of 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. Project shall be certified by a Professional who is LEED Certified.

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 be a priority and 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.

## **2.7 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 Developer shall adhere to the APP provisions under the Miami-Dade County Code and Administrative Order 3-11, which include the requirement to allocate not less than one and half percent (1.5%) of the Project costs for all development on County land to the Department of Cultural Affairs for the implementation of the APP program. The Selected Developer is required to work collaboratively with the Department of Cultural Affairs 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](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>

## **2.8 Sustainable Buildings Program**

The Selected Proposer shall cooperate and cause its contractors and consultants to cooperate with the County’s Sustainability Manager 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 Developer 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.

## **2.9 Environmental**

The County shall be responsible for obtaining HUD Environmental Clearances for the property under this RFP pursuant to 24 CFR Part 50 or Part 58, as applicable Environmental Site Assessment (ESA) reports Phase I and II can be found under Attachment 4 to this RFP. The Selected Proposer will be responsible to perform any additional due diligence environmental site analysis and pay for any further environmental testing, monitoring, and reporting. Additionally, if required, the Selected Proposer will be responsible for preparing any remediation plan with a Florida Professional Engineer in the Environmental Discipline, and performing the remediation needed as per this plan. Any plan is subject to revision and approval by Miami-Dade County.

## **2.10 Real Property Taxes and Charges**

As County-owned property, the 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.

## **2.11 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](http://www.careersourcesfl.com) or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

### **2.12 Sea Level Rise**

In accordance with Resolution No. R-451-14, the Selected Developer 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.

### **2.13 Energy Star Products**

The Selected Proposer shall ensure that all residential products installed or provided for the Project Site by the Selected Proposer or Subcontractor, such windows, doors, skylights, air conditioning (AC) units, refrigerators, water heaters, washers, and driers, etc. are ENERGY STAR certified products. It is recommended that all AC units installed, which are energy-intensive products, have an ENERGY STAR rating for the seasonal energy efficiency ratio (SEER) or the combined energy efficiency ratio (CEER) of 15.0 or better. ENERGY STAR certified products mean products meet strict energy efficiency guidelines set by the U.S. Environmental Protection Agency. By choosing ENERGY STAR certified products, the Selected Proposer will enhance the comfort of the residents while saving energy, protecting our climate by helping prevent harmful carbon pollution, and reducing other greenhouse gases. Purchase decisions shall be made using the latest version of the EPA's Buying Guidance provided in the following link: <https://www.energystar.gov/products>. When Energy Star labels are not available, the Selected Proposer shall make every effort to choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

The selected proposer shall comply with the energy reduction through different plans in addition to the ENERGY STAR program per Miami-Dade Resolution No. R-228-09 and comply with the Comprehensive Energy Management Program per Miami-Dade County Resolution No. R-918-12.

## **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 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 proposed services and development requirements. However, overly elaborate proposals are not requested or desired.

- One (1) original submittal in a 3-ring binder with tabs as indicated herein. Provide a divider for each tab, in color.
- Six (6) copies of the submittal in a 3-ring binder with tabs as indicated herein. Provide a divider for each tab, in color.
- Ten (10) 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 the RFP) and the Proposer response to the item.

### **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 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).

To assist Proposers with completing their response to solicitations, please access the links below to view a video tutorial of the INFORMS submission process and a document that provides the steps on **How to Submit a Bid/Proposal**:

Miami-Dade County Portal (Select the Recorded eSupplier Workshop link at the bottom of the page and enter passcode: **q37%t+pG**)

[https://www.miamidade.gov/global/news-item.page?Mduid\\_news=news1652724628268780](https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780)

and

Link to access the How to Submit a Bid/Proposal Job Aid (Supplier Portal's FAQs tile):

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

#### 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.

##### 4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank Proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum threshold total of one thousand five hundred (1,500) points plus an additional one hundred (100) bonus points per Competitive Selection Committee Member.

Criteria	Points
<b>Project Plan / Development Approach</b>	250
<b>Market Viability and Neighborhood Impact</b>	125
<b>Project Schedule</b>	275
<b>Experience, Qualifications and Past Performance</b>	250
<ul style="list-style-type: none"> <li>a) Proposer's relevant experience, Qualification and Past Performance</li> <li>b) Proposer's Key Personnel, Subcontractors, Key Personnel of Subcontractors</li> <li>c) Development Team and Key Personnel</li> <li>d) Proposed Architect</li> <li>e) Proposed Legal Counsel</li> </ul>	
<b>Financial Strength and Capability to Secure Financing</b>	275
<b>Direct Benefits to the County</b>	225
<ul style="list-style-type: none"> <li>Employ Miami</li> <li>Mentoring Program</li> </ul>	
<b>Proposer's Sustainable Practices</b>	100
<ul style="list-style-type: none"> <li>a) Environmental</li> <li>b) Social/Fair Labor Standards</li> <li>c) Economic</li> </ul>	
<b>Total Threshold Points Bonus Points</b>	<b>1,500</b>
<b>Bonus Points</b>	
<ul style="list-style-type: none"> <li>a) Proposer's Commitment to Section 3 Jobs (50 points)</li> <li>b) Proposed Integrated HVAC/Smart Fans (25 points)</li> </ul>	100

<b>c) Additional Capacity Generator (25 points)</b>	
<b>TOTAL Points including Bonus Points</b>	1,600

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively “an Affiliated Company”). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee

Additionally, pursuant to County Resolution No. [R-62-22](#), the Competitive Selection Committee shall be provided with all reports and findings (collectively “Reports”) of the Miami-Dade Office of the Inspector General (“OIG”) and/or the Miami-Dade County Commission on Ethics and Public Trust (“COE”) regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor’s designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor’s designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor’s designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### **4.3 Oral Presentations**

Upon evaluation of the criteria indicated above (Technical and Price), 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 “Lobbyist Registration Affidavit” regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting or sessions). 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 Selection Factor**

A Selection Factor is not applicable to this Solicitation.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

Not applicable.

#### **4.6 Price Evaluation**

Not applicable.

#### **4.7 Local Preference**

Not applicable.

#### **4.8 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 Proposer and/or requests a better offer, the discussions may include development costs and the County’s financial participation terms.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations at any time 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 Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-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](#).

#### 4.9 **Contract Award**

Any proposed contract/ Development Agreement and Lease(s), 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.

#### 4.10 **Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21

### **5.0 TERMS AND CONDITIONS**

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **1. Vendor Registration**

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

#### **2. 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 E](#) – Indemnification, Insurance, and Bond Requirements).

### 3. Inspector General Reviews

In accordance with Section 2-1076 of the Code, 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. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

### 4. Option And Right of First Refusal.

The county shall have the option and right of first refusal to assume the Developer's and/or the applicable owner entity's leasehold interest in the development, after the end of its tax compliance period or any other developer's and/or the applicable owner entity's initiated or intended transfer, proposed sale or offer to purchase. If the developer or the applicable owner entity desires to assign or transfer the development to a third party (other than an affiliate of the developer or applicable owner entity) ("applicable transfer"). If the developer or applicable owner entity desire to undertake an applicable transfer, then the developer or applicable owner entity shall provide written notice to the county thereof and the county shall have ninety (90) days to provide written notification to developer and the applicable owner entity of the county's intent to exercise its option to assume the Developer's and/or applicable owner entity's leasehold interest in the development. The purchase price payable by the County for such assignment or transfer shall be an amount equal to all transfer fees, costs, expenses and taxes related to the purchase plus (x) the lesser of: (i) the fair market value of the leasehold interest (including the improvements thereupon) and (ii) the lowest price that is permitted under section 42(i)(7) of the internal revenue code of 1986, as amended, and (y) any operating deficit loans of any member and any taxes that are projected to be owed by any member as a result of such sale. Delivery of written notice by the county of its intent to exercise the option shall obligate the county to complete the transaction to assume the leasehold interest in the development on the date no later than one-hundred and eighty (180) days after the delivery of such notice to the developer and applicable owner entity. In the event the county shall fail to timely provide written notice or complete the transaction within the time periods set forth herein, the county shall conclusively be deemed to have waived its rights set forth in this section.

## 6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), Contractor Due Diligence Affidavit, Exhibit A – Common Carrier or Contracted Carrier (as applicable)
  - 1) Form 1 – Price Proposal Schedule
  - 2) Certificate of Assurance Affidavit
  - 3) Attachment 1 – Project Site Legal Description
  - 4) Attachment 2 – Boundary Surveys for Project Site
  - 5) Attachment 3 – Environmental Reports for Project Site
  - 6) Attachment 4 – Zoning Analysis and Preliminary Design Documents
  - 7) Exhibit A – Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders; & HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract
  - 8) Exhibit B – PHCD Section 3 of the HUD Act of 1968, Document 00400- Section 3 Economic Opportunity and Affirmative Marketing Plan, Document 0200-Section 3 Business Preference Claim Form, Section 3 Program, Possible Strategies to Meet Section 3 Compliance Goals. Note: Proposers are advised that the requirements of this solicitation exceed the Section 3 requirements of the HUD Act of 1968
  - 9) Exhibit C – HUD-5370 General Conditions for Construction Contracts -
  - 10) Exhibit D – HUD-5370-C General Conditions for Non-Construction Contracts, Section I
  - 11) Exhibit E – Indemnification, Insurance, and Bond Requirements
  - 12) Exhibit F – E-Verify Requirements
  - 13) Exhibit G – HUD Section 18 Disposition Approval Letter
- 14) Proposal Submission Package:
- 15) Proposer Information Section
- 16) Web Forms – Proposal Submittal Form, Lobbyist Registration Form, Subcontracting Form, and Contractor Due Diligence Affidavit
- 17) Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1) (notarize and sign)



- 18) Form A-2 – Acknowledgement of Addenda
- 19) Form A-3 – Submittal Identification Form
- 20) Suspension and Debarment Certification Form
- 21) Byrd Anti-Lobbying Amendment Certification Form

**PROPOSER INFORMATION****PROPOSER'S PROJECT PLAN/DEVELOPMENT APPROACH**

1. Provide an executive summary describing the proposed development plan and the Proposer's general approach to developing, financing, constructing, maintaining, operating and managing the proposed Project. Include an explanation of how the proposed development plan meets the objectives stated in Section 2.0 of this Solicitation and the method used in making that determination.
  - a. Provide a description of the overall proposed project development plan. The development plan shall include a description of the Proposer's concept for the Development Site. For mixed-use developments with multiple components, provide a detailed description of each proposed component.
  - b. Describe the Development such that the property within the Development Sites are included within a single Phase and no portion of the Development Site remains outside the boundaries of the Phase. Shared easements may be proposed but must be contained within the Phases. Each component shall comply with all Laws and Ordinances and building and zoning codes, be developed concurrently, be commercially and economically viable, and be capable of operating independently from all other components.
2. Site plans of the Development Site(s), drawn to scale, showing the following:
  - a. the boundaries of the Project
  - b. the location of buildings, other structures and features including transitional features, parking structures, surface parking, roadways, sidewalks, open areas, landscaping, etc.;
  - c. the location of all easements, including but not limited to, utility easements and ingress and egress easements;
  - d. traffic circulation plan showing all modes of transportation including but not limited to motor vehicle, pedestrian and bicycle, the internal circulation plan and all ingress and egress access; and
  - e. facilities and/or accommodations for all modes of transportation including shared use paths, bus terminal, drop-off and pick-up sites, charging and docking stations and any other transportation related facilities.
  - f. A series of architectural sketches and renderings that display the Development and the Developer's design and site intentions.
3. Provide conceptual drawings of the proposed development components clearly showing proposed architectural and transitional features.
4. Provide a table for each Project component with gross square footage proposed for each use including residential, office, retail, open space, roadways, etc.
5. Provide detailed description of each development component, if applicable, including square footage proposed for each use within the component. (For example, eight story multifamily building totaling 100,000 square feet containing 5,000 square feet of ground floor retail space, and x number of studio apartments containing (y) square feet, (x) number of one-bedroom apartments containing (y) square feet and x number of two-bedroom apartments containing (y) square feet). Include and display the total square footage dedicated to low-income housing and the number and type of units (studio, one-bedroom, two-bedroom apartments) and the number of square feet contained in each type of unit. Include this same information separately for work force and market rate units.
6. Provide a copy of Proposer's quality control procedures for previous projects and identify the quality control procedures and mechanisms that will be implemented for the proposed development.
7. Describe the Proposer's methodology in obtaining regulatory approvals, building permits and complying with applicable developmental regulations, including but not limited to, Chapter 33C of the Miami-Dade County Code, securing and recording of all property rights necessary for the successful construction, operation, and use of the Project. The plan should include the location and description of such rights.

8. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0). Proposers shall submit a detailed narrative explaining their proposed design, resident selection, proposed plan for construction, conceptual phasing site plan, and any other requirements with its proposal.
9. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
10. Proposer shall describe the following:
  - a) Proposed number of new housing units
  - b) Range of dwelling unit types to be provided a) townhouse, walk-up flat, elevator building flat; b) the proposed range of total units by bedroom count; c) number and location of family units; d) number and location of elderly units, if applicable; e) the types of community rooms and other development amenities; f) the types of management and maintenance facilities, and g) the types of proposed non-dwelling uses.
  - c) Explain how the Proposer's development concept is the most appropriate and beneficial approach for developing the project at the Project Site.
  - d) Describe common areas/site and unit amenities to be provided in new construction. Summarize how residents will benefit from these amenities.
  - e) The Proposer shall provide a projected development schedule and realistic timeline for the project, addressing all major milestones of development including: negotiations, site plan approval, , design and construction documents, building permit approvals, financial closing, construction, marketing and lease-up. An exact schedule of completion, including milestones and any possible penalties, such as liquidated damages, for failure to adhere to the schedule and other contract deliverables shall be the subject of negotiation 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, unless extended in the County's sole discretion.
  - f) Provide a plan of action to accomplish the proposed development from concept to completion for the Development.
  - g) **Attach** a "schematic design site plan" and "conceptual renderings" and other graphic representation to indicate the proposed design concept and its applicability to this community and its residents..
  - h) **Attach** a "conceptual phasing site plan" indicating graphically how the project will be phased and a breakdown of number of units, unit mixes and other uses for each phase.
  - i) Describe the Smart Growth development approach being implemented. This should incorporate design components like pedestrian friendly environment with a walkable, connected neighborhood that provides tree lined streets, "eyes on the Street" design, economically justifiable "green," sustainable development, etc.
  - j) Describe the Crime Prevention Through Environmental Design (CPTED) best practices that are incorporated in the proposed development.

**Note: Proposers are strongly encouraged to contact appropriate Miami-Dade County staff in the Development Division of the Department of Regulatory and Economic Resources to obtain information regarding development application and review process.**

## **MARKET VIABILITY AND NEIGHBORHOOD IMPACT**

11. Explain why the proposed development is appropriate to the Development Site and advantageous to residents and businesses in the surrounding area, including, at minimum, the following information and supporting research:
  - a) A community needs, economic and demographic analysis.
  - b) Feasibility Study including an absorption analysis detailing the current state of the housing market, market rate rents, rent growth, and occupancy rates;
  - c) Proposed Unit Mix, separated by number of beds, unit size (in square feet), income limits (Extremely Low-Income, Low-Income, Workforce, and Market Rate), and potential rental rates. Provide an explanation for the selected Proposed mix, including evidence that the proposal fits within existing zoning code; As applicable, provide the corresponding information for the commercial and parking spaces;

- d) Any potential regulatory and/or legal challenges and methods of dealing with such challenges;
  - e) Any potential challenges from the surrounding community and methods of dealing with such challenges; and
  - f) Identification of geographic constraints and methods of dealing with such constraints;
12. Detail the public amenities and enhancements to neighborhood livability and walkability the Proposal brings to the neighborhood, including, at minimum, the following information:
- a) If relevant, an explanation for proposed mixed use tenants and how they fill gaps in the local economy;
  - b) A resident amenity package to including, if relevant, those amenities required by HUD and Florida Housing for FHA insured properties, and a justification for the amenities proposed.
  - c) A public amenity package, including conceptual drawings of the proposed streetscape.
13. Detail the economic development potential of this Proposal to members of the community through job creation, including, at minimum, the following information and commitments:
- a) A firm commitment to allocate a minimum percentage of subcontract value of the total construction costs to small business, women and minority owned business enterprises;
  - b) A firm commitment to hire a threshold percentage of new hires who are of low-income or who is a HUD Section 3 resident of Miami-Dade County;
  - c) An estimated total number of jobs to be created during construction;
  - d) An estimated total number of permanent jobs to be created upon Development completion, separated by the Project's uses.
14. Describe the energy efficient features (LEED designation required) that are planned to be incorporated into the development.
15. Provide an analysis of the following economic impacts of the proposed development to the County, by Phase if applicable:
- a) Estimated annual ad valorem taxes generated by the development for Miami-Dade County and Miami-Dade County Public Schools;
  - b) Estimated impact fees;
  - c) Proposed improvements to area infrastructure;
  - d) Estimated permit fees;
  - e) Describe any other elements to be included in the proposed development that will provide beneficial amenities to, residents of the surrounding community and residents and/or patrons of the development.

## **PROJECT SCHEDULE**

16. Provide a realistic project timeline for the entitlement, financing and development of the project, from award of Development Agreement to issuance of the last Certificate of Occupancy and identifying key tasks and duration of each. At minimum the project schedule must contain the following key tasks for the Project, if applicable (Specify the proposed duration of each task in number of months from award of the Development Agreement until completion of each task.):
- a) Timing from award of Development Agreement until completion of design;
  - b) Timing from award of Development Agreement until Ground Lease Closing (Scheduled Lease Closing) \*;
  - c) Timing from award of Development Agreement until completion of the clearing of the Site;
  - d) Timing from award of Development Agreement until commencement of construction; and
  - e) Timing from award of Development Agreement until issuance of Certificate of Occupancy or Certificate of Completion.
- \* Ground Lease Closing shall take place upon receiving all approvals, permits and financing commitment required for construction to begin. Construction must begin immediately at financial closing.
17. Provide a Gantt Chart covering, at minimum, all key steps detailed above, and highlight any steps the Proposer intends to run concurrently to ensure timely completion of the Development.

18. Provide a lease up study, projecting the time from obtaining a Certificate of Occupancy to 90% Occupancy, separated out by use, if applicable.
19. Provide a firm commitment that construction will begin, at latest, 12 months after RFP award. Awarded projects which have not commenced construction within 12 months of winning this RFP will have their Agreement terminated.

**RELEVANT EXPERIENCE, QUALIFICATIONS AND PAST PERFORMANCE OF PROPOSER, PROPOSER'S KEY PERSONNEL, DEVELOPMENT TEAM KEY PERSONNEL AND PROFESSIONAL CONSULTANTS, INCLUDING PROPOSED ARCHITECT AND PROPOSED LEGAL COUNSEL EXPERIENCE**

**A. PROPOSER'S RELEVANT EXPERIENCE, QUALIFICATIONS AND PAST PERFORMANCE**

20. If the Proposer is a joint venture, a consortium of developers or similarly structured entity, provide the following information for each member of the joint venture, consortium or entity and include the portion or Phase of the project for which each member will be responsible.
  - a) Describe the Proposer's demonstrated qualifications, capacity, past performance and experience in providing services of similar size, scope, complexity and financing strategy to those stated herein.
  - b) State the number of years that the Proposer has been in existence, the current number of employees and the primary markets served.
  - c) Provide evidence that the key project members (Developers, General Contractors, Architects, etc.) have worked together in the past.
  - d) Provide a detailed history of the Proposer's development background and experience.
21. Provide detailed description of Proposer's comparable like-kind project(s) (similar in scope to those requested herein), which the Proposer has either on-going or completed within the past five years. The information should include a detailed description and location of the project(s), the total dollar value, financing sources, photographs of the completed projects, the timing of from entitlement to completion, and include any other partners or entities involved in the project(s).

The description should identify for each project:

- a. Development Name
- b. Name of Developer
- c. Owner and Owner contact Information (name, title, phone number and e-mail)
- d. Project name and address
- e. Proposed Project Manager and list of all other Proposer's key personnel who worked on this project.
- f. Any other partners or entities involved in the project.
- g. Photographs of the completed project
- h. Dates covering the term of the contract and the Notice to Proceed Date
- i. The timing from entitlement to completion
- j. Total dollar value of the contract to include the total development costs and development cost per unit; total non-construction cost and non-construction cost per unit; total construction cost, construction cost per unit and construction cost per square foot; and total Developer fee and Developer fee as percentage of total development costs.
- k. Detailed description of the project to include site acreage and density; total number of units, rental or homeownership and affordability type for each unit type (e.g. 30 - ACC rental units, 20 - affordable rental units, 10 - market rate rental units, etc.); unit types and numbers of each (e.g. 20 - 2-story walkup units, 30- townhouse units, etc.); bedroom mix and number of each (e.g. 20 - 2BR units, 30 - 3 BR units, etc.); and size and use of commercial or special purpose space (non-housing development, if applicable)
- l. Income groups served
- m. Owner participation including; share of Developer fee, ground lease payment(s), share of net profits and any other "Owner participation"
- n. Pre-construction activities duration (in months)

- o. Financial closing date
  - p. Substantial construction completion date
  - q. Current project phase (construction at 100%, completed and occupied, etc.)
  - r. Construction duration (in months)
  - s. Lease-up activities duration (in months)
  - t. Was the project completed on time and within budget?
  - u. Summary of all permanent funding/financing sources and amounts for each (identify grants applied for and received). Contact names and phone numbers for all funding/financing sources
  - v. Funding sources gaps (if applicable) and how these were resolved
  - w. Community and supportive services provided (if applicable)
  - x. Job training programs provided, including type of program, number of individuals trained, number of individuals hired and Section 3 individuals hired and companies where hired.
  - y. Property manager (if different from Developer, briefly explain relationship)
  - z. Architect(s) and General contractor(s), if applicable
22. For the projects listed above, Proposer shall provide all documentation as follows:
- a. Proof/copies of HUD approvals received
  - b. Proof/copies of project phase (certificate of Completion or Occupancy for completed projects)
  - c. Proof/copies of all funding and financing sources obtained by the Developer from funding entities (award letters, etc.)
  - d. Copies of corresponding back-up documentation for job training programs. Attach copies of letters, flyers, etc., indicating initiative taken, list of individuals trained and hired with hiring company names and contact information for said company.
  - e. Attach a rendered site plan and exterior renderings or photographs (no more than three per project) depicting the design and general character of the project. Please provide in 8 ½ X 11 format.
23. List all contracts, if any, that the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that a "Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include the following information for each project: Development experience in Miami-Dade County is not a pre-requisite for submission. However, the respondent must list all similar (like/kind) projects and their respective terms.
- a. Name of the County department which administers or administered the contract;
  - b. Description of the work;
  - c. Total dollar amount of the contract;
  - d. Dates covering the term of the contract;
  - e. County contact person and phone number;
  - f. Statement of whether Proposer was the prime contractor or subcontractor; and
  - g. The results of the project.
24. Describe Proposer's past experience in obtaining the necessary permits and approvals from local government authorities and familiarity with the Florida Building Code.
25. Provide any other relevant information which demonstrates the Proposer's ability to complete the development as proposed.
26. Attach 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 and/or its Development Team, and any of its employees or consultants is or have been involved within the last three years
- a) List any projects on which the Proposer, its parent, or any member of the Development Team has defaulted in Miami-Dade County. Explain the circumstances of such default.
  - b) List any projects on which the Proposer, its parent, or any member of the Development Team has gone bankrupt. Explain the circumstances of such bankruptcy.
  - c) List any criminal indictments and felony or fraud convictions of Proposer, its parent, or any member of the Development Team or any principal of any of those entities.
  - d) Identify any debarment for governmental contracts by Proposer, its parent, or any member of the Development Team or any principal of any of those entities.

- e) Identify any past and/or ongoing litigation, and any known potential or anticipated litigation with Miami-Dade County.
- f) Identify any past and/or ongoing litigation and any known potential litigation that may negatively impact the Proposer's ability to finance the proposed development.

27. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

**Note:** If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

**B. PROPOSER'S KEY PERSONNEL, SUBCONTRACTORS, INCLUDING KEY PERSONNEL OF SUBCONTRACTORS (Do not include Development Team key personnel and professional consultants, architect, legal counsel and management in this section)**

28. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

29. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar development projects, of the Subcontractors who will be assigned to this project.

30. Describe the experience, qualifications and other vital information, including relevant experience on previous similar development projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

31. Attach resumes for all key personnel. The resume should accurately describe each person's experience, education and qualifications including experience on previous development projects. Identify the Proposer's project manager that will be responsible for the Project (at each phase, if applicable) and contact information including address, phone number and e-mail address.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

**C. DEVELOPMENT TEAM AND KEY PERSONNEL (Do not include proposed Architect and Legal Counsel)**

32. Development Team's demonstrated qualifications, experience and capacity, including key personnel of Developer, and consultants, that will be assigned to the project proposed by Developer, with similar projects and development of multi-family rental housing and capability of the development team to manage and deliver on all aspects of the proposed project.

33. Provide an organizational chart showing all key Development Team personnel, including their titles, to be assigned to proposed project, and consultants. Key personnel shall include all partners, managers, and other key professional staff that will perform work and/or services on proposed project.

34. List the names and addresses of the Development Team's key personnel and describe the extent of work to be performed by each and where they will be located during the entire duration of the development project. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects involving multi-family rental housing.

35. Summarize the Developer's experience in overseeing the operation, management, maintenance, and financial reporting for all of its rental buildings, with identification of family and senior developments.

36. Attach a separate spreadsheet indicating all affordable or mixed-income, mixed- finance rental buildings owned and/or controlled by the Developer, which have a vacancy rate of more than 5 percent, have adverse tax credit findings, or have any missed payments of debt. Include the development name and address, length of time in operation, and number of dwelling units (separating residential and commercial).
37. Attach the latest year's Certified Financial Statement for the most comparable development in operation for at least one year.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

#### **D. PROPOSER'S PROPOSED ARCHITECT EXPERIENCE**

38. Describe no more than three (3) completed developments within the last ten (10) years where the architect was the lead architect on completed projects that are comparable in complexity and scope to the proposed development.
39. Provide development name and address and tabulation of units, commercial or other spaces (as applicable), construction cost, and year completed.
40. Describe sustainable design experience and any other innovative design/construction approaches by the architect on similar projects. Describe experience on projects with UFAS requirements.
41. Attach an 8-1/2 x 11 or smaller site plan and photos of the exteriors of these developments that display architectural design, character and features, relationships of buildings, and relationships with adjacent properties.

#### **E. PROPOSER'S PROPOSED LEGAL COUNSEL EXPERIENCE**

42. Describe the following legal counsel experience:
- Demonstrated experience with preparing documents for financial closing including, but not limited to: ground leases, master development agreements, rental term sheets, regulatory and operating agreements, etc.
  - Demonstrated experience in dealing with HUD offices/personnel related to demolition/disposition applications, such as with the Special Application Center (SAC) and HUD's Fair Housing and Equal Opportunity Office (FHEO).

#### **FINANCIAL STRENGTH AND CAPABILITY TO SECURE FINANCING**

43. Provide documentation which clearly demonstrates the Proposer's financial strength and ability to develop a project of this potential size and scope, and the ability to obtain the necessary bonding and insurance for the Development. Such documentation shall include the Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period with a statement, in writing signed by a duly authorized representative, stating that the present financial conditions are 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 statements. Any other relevant documentation may also be included.
44. Identify the sources and amounts of debt and equity capital raised for the projects described herein.
45. State the minimum and maximum anticipated cash capital investment by Proposer and any equity commitment by Proposer.
46. Net worth of any lender and assets under management from any financing source.
47. In addition to incorporating the following information into the Proposal, the Proposer must include the unlocked Excel file(s) used to fully underwrite the project and any assumptions used.
- Provide a summary sheet including the following information:
    - Proposed Development components;
    - Unit Mix, separated by unit type and income limits, with square footage; and
    - Summary Sources and Uses, including Total Development Cost (TDC), TDC / Unit, and TDC / Square foot.



- b) Provide a 75-year pre-development, construction and operating period cash flow statement, beginning in the month in which proposals are due. The statement should be separated by use (for example, residential (including each residential component), commercial) and contain, at minimum, the following projections:

48. Financing

- a) Construction loan rate, term and amount, Proposer must provide a commitment letter from its preferred lender outlining support for the potential debt and equity structure proposed;
- b) Permanent loan rate, term and amount, Proposer must provide a commitment letter from its preferred lender outlining support for the potential debt and equity structure proposed
- c) Commitment letters from any other equity sources in support of the debt and equity structure.
- d) Loan to value ratio;
- e) Equity as a percentage of total construction costs;
- f) Debt service ratio;
- g) Equity as a percent of total construction cost;
- h) Debt sizing, separated by use;
- i) Loan amortization schedule - Sources and Uses statement.

49. Full Development Budget

- a) Total acquisition cost (if any);
- b) Total hard costs, including all budget items; and hard costs as a percentage of total costs.
- c) Total soft costs including all budgeted items and total soft costs as a percentage of total costs.

50. Revenues (as applicable) \*

- a) Residential rent (average monthly rent per unit, average square feet per unit, number of units proposed);
- b) Commercial rent (monthly rent per gross square foot, number of gross square feet propose
- c) Parking income (monthly rent per space, number of spaces proposed); and
- d) Other revenues.

51. Operating Costs\*

- a) Residential Operating Expenses (monthly cost, cost per square foot, percent of residential revenue);
- b) Commercial Operating Expenses (monthly cost, cost per square foot, percent of office revenue);
- c) Other Operating Expenses (monthly cost, cost per square foot, percent of total revenue)
- d) Any other costs, including any rent or other fees paid to the County.

52. Cash Flow Waterfall, including proposed Net Cashflow and Profit Share between the Proposer and PHCD.

- a) PHCD Preferred Return
- b) Developer Fee

53. Provide a 30-year pro forma including the following line items:

a) Financing Sources

- i. Equity;
- ii. Construction financing;
- iii. Permanent financing;
- iv. Developer Fee
- v. Other financing; and

b) Returns (Threshold Participation – See Scoring Section for Minimum PHCD Financial Participation)

- i. Proposer's internal rate of return, and PHCD's effective internal rate of return; \*
- ii. Return on investment, and PHCD's effective return on investment; \*
- iii. Return on equity, and PHCD's effective return on equity. \*
- iv. Fully and clearly describe PHCD's financial participation, including the following:

- a) Initial and annual ground lease payment
- b) PHCD's participation in the Development Fee
- c) Asset Management fee
- d) PHCD's cash flow participation
- e) Any additional revenue sources participation for PHCD

\*PHCD's land contribution and deferred or reduced fees (should be considered PHCD's equity contribution to the development).

**Note: If Proposer is a joint venture, a consortium or similarly structured entity, the Proposal must include the above described information for each member of the joint venture, consortium or entity.**

54. Indicate the Proposer's Financial Strategies for the Designated Project, including funding sources from Florida Housing Finance Corporation (FHFC) and others, as applicable, and firmness of financing commitments, Pro-forma, and proposed County participation in revenue and income streams; and provide the following:
55. Describe the approach to financing the project in its entirety, how all units will be financed, identifying the potential funding sources and firm financing commitments. Please attach written Credit Underwriting analysis performed by financing sources. Describe proposed financing terms, affordability, and target resident population, including AML.
56. Attach development budget/proforma indicating all major development activities and corresponding development costs to fund the proposed project and all corresponding services, in their entirety. Identify all funding gaps (if applicable) and provide recommendations for filling said gaps between total development costs and total funding required.

**Note:** The pro forma must be presented in current dollars. An annual escalation rate of 4% will be assumed. The amounts shown on the pro forma must include all fees and rents proposed to be paid to the County and reflect the amounts entered on Form 1 (Revenue and Income Streams Proposal).

57. When applicable, local funding may be available through the PHCD's Division of Community Development for successful projects. All costs for project funding applications, pre-development, development, and/or any other related costs shall be borne by the Developer.

**Note: All submissions of applications for public funding (LIHTC, SAIL, etc.) shall be presented to PHCD review at least 20 working days prior to submittal to the applicable funding entity. Developer shall keep PHCD informed of all funding applications prior to submission.**

**Note:** If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above-described information for each member of the joint venture, consortium or entity.

## **DIRECT BENEFITS TO THE COMMUNITY**

### **A. PROPOSER'S COMMITMENT OF SECTION 3 JOBS**

58. Describe the Proposer's Plan and Commitment to Resident Job Training, Employment, Section 3, Small and Minority Firms, Women-Owned Enterprises and Labor Surplus Area Firms Plan and Commitments

#### **a) Employ Miami**

For **Employ Miami**, explain training programs that will be implemented for construction and post construction jobs, including the proposer's commitment of the number of jobs that will be provided.

**For Section 3 of the HUD Act of 1968**, describe proposer's commitment to job training classes for residents, capacity per class, and trade covered for each class. Provide evidence and documentation (i.e. work plans, Memorandum of Understanding (MOU) etc.

Describe proposer's firm commitment for total number of Section 3 jobs to be created and filled, and breakdown by trade during construction and post-construction. Provide evidence and documentation (i.e. work plans, filled and signed MOU's, etc.).

Identify certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor area surplus firms that are part of the development team, and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified minority-owned businesses. Provide evidence of participation and/or documentation to support commitment and ability to access resources (i.e. past experience, signed MOU's, etc.).

- b) The Selected Developer shall take all necessary affirmative steps in accordance with 2 C.F.R.200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include::
- 1) Placing qualified small business enterprises on solicitation lists;
  - 2) Assuring that small business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small business enterprises;
  - 5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this subsection.
- c) Provide description of proposed community and supportive services.

**Note: Special emphasis is required by the developer for individuals and for Section 3 businesses and/or other certified small and minority, women owned enterprises and labor area surplus firms, who reside or have offices located within zip codes 33136 and 33128.**

## **B. PROPOSED DEVELOPER MENTORING PROGRAM**

59. Describe the proposed plan for a Developer Mentoring Program for Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms and identified participating firms and/or individuals (herein firms and/or individuals). The mentoring program should include hands-on experience and training for firms and/or individuals indicated herein in the entire development process, including the redevelopment of this project.

MOU's shall be signed prior to award of contract. Based on the Proposer's approval, MOU's shall be executed between Section 3 business and other certified small and minority firms, women-owned enterprises and labor surplus area firms and identified participating firms and/or individuals (herein firms and/or individuals), and the Proposer, prior to award.

**Note: Special emphasis is required by the developer for individuals and for Section 3 businesses and/or other certified small and minority, women owned enterprises and labor area surplus firms, who reside or have offices located within zip codes 33136 and 33128.**

## **PROPOSER'S SUSTAINABLE PRACTICES**

**(environmental, social/fair labor standards to include employment opportunities for Neurodivergent talent and individuals with disabilities, as well as economic)**

60. Describe in detail Proposer's sustainable business practices by addressing the three pillars of sustainability: environmental, social/fair labor standards and economic; including the following:

### **A) Environmental**

- 1) Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
- 2) Provide Proposer's environmental policies, programs, certifications to promote environmentally friendly practices.

- 3) Provide Proposer's environmental policies, programs, certifications, efforts to promote environmental practices, and environmentally friendly practices in daily business operations.
- B) **Social/Fair Labor Standards** - Contributions to the health, well-being, and development of its employees, including individuals with disabilities and neurodivergent persons.
- 1) Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include:
    - ✓ Job classification descriptions of any and all services to be performed;
    - ✓ Geographic area within which the services are to be performed, under safe and accessible working conditions;
    - ✓ Equitable wage/benefit determination practices; and,
    - ✓ Detailed documentation on employee development and evaluation process.
  - 2) Describe in detail Proposer's plan to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities, including social and equitable fair labor standards which contribute to the development of Proposer's workforce and employees' well-being.
- C) **Economic** - Equal access to small, diverse and disadvantaged suppliers.
- i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.
61. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.

### **BONUS POINTS**

62. Proposers pre-certified by PHCD as a Section 3 business are eligible to receive fifty (50) additional points. Proof of certification shall be submitted with proposal. A Proposer must be certified by PHCD by the proposal due date and must comply with the requirements of Exhibit B, Document 00200, Section 3 Business Preference Claim Form to qualify for the preference.
63. **Proposed Integrated HVAC/Smart Fans:**  
 An addition twenty-five (25) points will be given to developers for providing ENERGY STAR certified HVAC system integration with smart controls and fans to reduce energy usage throughout.  
 Smart fans and thermostat shall be paired together to ensure proper levels of thermal comfort, as defined through ASHRAE Standard 55. The thermal comfort level shall remain inside the comfort zone, as higher set points are designed throughout the space and be offset by elevated air speeds from the smart fans. Occupants shall have the ability to adjust their level of comfort at a local level, while maintaining higher set points in the HVAC system.
64. **Additional Capacity Generator:**  
 An additional twenty-five (25) points will be given to developers for providing generator capacity sufficient to power to all housing units at the Project Site for 96 hours of operation without the need to re-fuel generator

### **REVENUE AND INCOME STREAMS PROPOSAL**

65. Complete the required amounts identified on the Revenue and Income Streams Proposal (Form 1) for the Development Fee, Revenue Share. These amounts shall be submitted in conjunction with the proposed Project schedule.
66. Any other quantifiable financial benefits to the County such as replacing, upgrading and/or maintaining County facilities including landscaping and hardscaping, illumination and wayfinding signage and enhancing pedestrian access. Proposals for such improvements and enhancements must be well-defined and include accurate and realistic cost estimates.

**Note: Form 1, Revenue and Income Stream Proposal form shall be submitted at the same time the proposal is submitted. This Form will not be accepted after the Proposal Due Date. Failure to submit Form 1 may result in the Proposal being deemed non-responsive.**