



**REQUEST FOR PROPOSALS (RFP)
RFP No.: 2023-02-M2
DEVELOPMENT OF MODELLO II**

PRE-PROPOSAL CONFERENCE TO BE HELD:

October 19th, 2023, at 11:00 AM (local time)

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 1st Court, 16th Floor, Miami, Florida 33136
indi@miamidade.gov

PROPOSALS DUE:

PROPOSALS ARE DUE AT THE ADDRESS SHOW BELOW NO LATER THAN

November 6th, 2023, BY (3:00 PM) (LOCAL TIME) AT:

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
OVERTOWN TRASIT VILLAGE I
701 NW 1ST COURT, 16TH FLOOR
MIAMI, FLORIDA 3313

**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)**

All proposals received and time stamped by the proposal submittal deadline shall be accepted as timely submitted. Proposals submitted after the Proposal due date shall not be accepted. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade Public Housing and Community Development (PHCD) will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to PHCD, or any work performed in connection therewith, shall be borne by the Proposer(s).

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

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

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

1.1 Introduction

Miami-Dade County, hereinafter referred to as the “County”, as represented by the Miami-Dade County Department of Public Housing and Community Development (PHCD), is soliciting proposals from qualified and experienced Multi-Family Housing Developers with a proven track record of successfully completing residential and homeownership developments in Miami Dade County and South Dade area, for the joint development of the County-owned property known as Modello II located at 15302 SW 282 Street, Miami, Florida 33033, Folio No. 30-7904-000-0190 (Development Site).

Subject to the approval by the Miami-Dade County Board of County Commissioners (the Board), the U.S. Department of Housing and Urban Development (HUD) and any other governmental bodies that may be necessary, the County anticipates entering into a Development Agreement, ground lease, lease option agreement and other related documents for the right and obligation to develop and sell the subject property described above. The Development Agreement will require the 4.99-acre property to be developed in one phase and will provide a minimum of 20 single-family fee simple, “For-Sale” townhomes to a majority of residents with income at or below 80% of the Area Median Income (AMI), and an affordable senior rental housing building. The total number of units in the new development is subject to zoning requirements and it is the intention of this project to maximize the density of the site. The site is currently located under the Leisure City Community Urban Center (LCCUC) zoning code of Miami-Dade County. Subject to HUD approval, the portion of the property for single-family townhomes for sale will be transferred to the Developer as fee simple, and the portion of the property for the affordable senior rental housing building will be placed into a long-term ground lease between the awarded proposer and the County.

The terms of any agreement will be negotiated with the Selected Proposer based on the proposed Total Development Costs, at the County’s sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	October 3 rd , 2023.
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. Site Visit will be conducted immediately following the Pre-Proposal Conference. Additional Site Visits may be conducted at the discretion of the County. See Section 2.5 for additional information regarding Site Visits.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department’s ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions:	October 30 th , 2023 – 12 Noon
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	November 27 th , 2023
Projected Award Date:	January 16, 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, and Florida Housing Finance Corporation, as applicable.
2. 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.

3. The words “**Board**” or “**Board of County Commissioners**” to mean Miami-Dade Board of County Commissioners.
4. The word “**Bonds**” to mean debt securities issued by state and local governments to raise money for affordable housing developments.
5. The words “**Certified Financial Statements**” to mean financial statements to include, but not limited to, balance sheet, income statement, and statement of cash flows that have been prepared and certified by an independent third party certified public accountant in accordance with the Generally Accepted Accounting Principles (GAAP).
6. The 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)
7. 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.
8. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida
9. 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 by using improved lighting or electronic alarms).
10. The word “**Developer,**” “**Proposer**” “**Selected Developer**” or “**Selected Proposer**” to mean an individual, association, corporation, joint venture, or partnership which possesses the requisite skill, experience, and credit worthiness as required in the application, and is submitting a proposal pursuant to this RFP. Synonymous with Proposer.
11. 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 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.
12. The words “**Developer’s Hard Costs**” to mean the monetary costs of physically preparing the site and building the structure.
 13. The term “**Development, Agreement**”, or “**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.
 14. 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.
 15. 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.
 16. 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.
 17. 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 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.
 18. 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) ≤ 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.
 19. The acronym “**HUD**” to mean U.S. Department of Housing and Urban Development.
 20. 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.
 21. 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.
 22. The word “**Lease**” to mean the agreement(s) under which the County-owned property will be convey a leasehold interest 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.
 23. 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%).

24. The acronym “**LCCUC**” to mean Leisure City Community Urban Center District.
25. 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.
26. The words “**Low-income**” to mean families defined as low-income families whose incomes do not exceed the higher of the Federal poverty level or eighty percent (80%) of Area Median Income.
27. 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.
28. 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.
29. The words “**Moderate-income**” to mean families defined as low-income families whose incomes do not exceed the higher of the Federal poverty level or one hundred forty percent (140%) of Area Median Income
30. 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.
31. 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.
32. The words “**Project Site**” and “**Development Site**” to mean, Modello II, which is approximately 4.99 acres (217,308SF+/-) of vacant land owned by Miami-Dade County (PHCD), located at 15302 SW 282 Street, Miami, Florida 33033, Folio No. 30-7904-000-0190, which is being offered for development with “LCCUC Zoning Classification” by this Solicitation, as described in Attachment 1.
33. The words “**Proposal**” or “**Proposals**” to mean the properly signed and completed written submission in response to this Solicitation by a Proposer for the Scope of Services, and as amended or modified through negotiations.
34. The words “**Scope of Services**” to mean Section 2.0 of this Solicitations, which details the work to be performed by the Selected Proposer or Selected Developer.
35. 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.
36. 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”.
37. 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).
38. The word “**Solicitation**” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.

39. 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.
40. 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.
41. The words “**Total Development Cost,**” or “**TDC**” to mean the total cost of completing the entire project, including but not limited to Developer’s 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.
42. 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.
43. The words “**Work**”, “**Services**”, “**Program**”, or “**Project**” to mean all matters and things that will be required to be done by the Developer in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
44. 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.

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. If 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, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter a Contract substantially in the terms herein. 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-responsive.

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.

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 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 the 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 fines levied by the abovementioned 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 1st Street, 17th 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 E. 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 2.14, 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, 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) Americans 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, including but not limited to, the requirement to obtain contractor identification badges.

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). Furthermore, 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 Section 1.19 of this RFP and Exhibit B attached hereto and the requirements of 2 CFR § 200.321 as more fully described in Section 1.19 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 Mayor Daniela Levine-Cava, "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 based on 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 based on 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;

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); and

- p) 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 developers experienced in developing, operating, managing, and successfully completing large-scale residential single-family for sale and multi-family rental residential buildings. The proposed project titled Modello II will contain a mix of low-income workforce for sale housing and intergenerational rental housing. The project site is situated on approximately 4.99 acres (217,308SF+/-) of vacant land, and located on 15302 SW 282 Street, Miami, Florida 33033 (Folio No. 30-7904-000-0190), is being offered and subject to development with Leisure City Community Urban Center Zoning Code (LCCUC) - "LCCUC Zoning Code" by this Solicitation.

The Development Site is unimproved and subject to LCCUC Zoning Classification. The Selected Developer will be required and subjected to HUD demolition and disposition approvals, requirements and timing, as well as to any HUD demolition and disposition amendments to develop the site. The Development Agreement will not allow the Development Site to be divided into separate development components or Phases for purposes of development. Proposed developments must include the following elements:

- 1) Incorporation of affordable housing, elderly, and workforce housing components within the development as more fully described in Section 2.4 below.
- 2) Development which provides maximum positive economic impacts to the community, particularly through direct job creation for community residents.
- 3) Development which promotes economic development, walkability, livability, and an overall healthier neighborhood.
- 4) Inclusion of amenities which will be attractive and beneficial to residents of the surrounding community and residents and homeowners of the development.

The proposed development plan must include and describe:

- 5) The proposer's knowledge and experience with Homeownership Assistance, Single Family town home development, Miami Dade Homeownership and HUD programs.
- 6) A comprehensive development plan from concept to completion for the development including the redevelopment and financial viability of the site to construct a homeownership development and provide a comprehensive Community Benefits Agreement.
- 7) The proposal must include knowledge and 'similar experience to include a minority development team with extensive development experience in the immediate area of Homestead, West Homestead and Naranja. All are threshold requirements.

A major objective of this Solicitation is for the development of the property offered by this Solicitation as expeditiously as feasible, in compliance with all applicable regulations and ensuring the site is fully developed with no areas that are undeveloped or underdeveloped.

The Proposer must have the authority to submit the proposal and negotiate and execute the resulting Development Agreement. The County will only negotiate and subsequently award a Development Agreement resulting from this Solicitation to the legal entity that submits the proposal. Proposers may include joint ventures, consortiums, or similarly structured entities whose members meet the qualifications described in this Solicitation.

Certain provisions of those agreements may be negotiated and amended. However, the County reserves the right to determine the final form of the Agreement and Lease(s) resulting from this Solicitation and to include non-negotiable standard County provisions and requirements.

2.2 Property Information

The Development Site Zoned (Folio No. 30-7904-000-0190), which is being offered for development with "LCCUC Zoning Classification", consists of approximately 4.99 acres (217,308SF+/-), and is located at **15302 SW 282 Street, Miami, Florida 33033**. The Site is located

within the LCCUC under the jurisdiction of the Miami-Dade County and is controlled by Miami-Dade County PHCD and HUD. Conditions which apply to development of the property include, but are not limited to, the following:

- A. Subject to PHCD approval, the Selected Developer shall be responsible for the financing, development, managing and operating the affordable senior rental housing building, re-platting the site, and sale of the single-family townhome properties.
- B. The Selected Developer shall follow all guidance of the County and HUD and such applicable laws and regulations.
- C. The site is currently accessible via public transportation by using the Metrobus. The nearest bus stop is located approximately 0.2 miles to the South at SW 280 ST. The service routes at this bus stop are Route 34 and 38, which provides access from the Dadeland South Metrorail to the SW 344 ST Park and Ride lot. There will be additional access in the future through the upcoming South Dade Rapid Transit Corridor which is part of the Strategic Miami Area Rapid Transit Plan.
- D. The Selected Developer shall 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 other related issues caused by development of the site.
- E. The County reserves the right to exclude existing or proposed streets, sidewalks and easements from the Development Site(s).

2.3 Qualification Requirements

The Selected Developer shall:

- A. Have a development team that meets and maintains all applicable licensing requirements and registration in the State of Florida, required for the Project, including design, development, and operation of the Project Site.
- B. Demonstrate the capabilities, expertise, and resources to pursue and obtain financing and successfully perform the Scope of Services for the Project Site and perform all other services required for the redevelopment of the project in its entirety as indicated in this Solicitation.

2.4 Project Objectives

The objectives of the County offering the Development Site for development are as follows:

- A. The development of a portion of the Site into a homeownership, mixed income development incorporating Smart Growth standards, comprised of minimum 20 state of the art single family townhomes for prospective homeowners, to be sold to a majority of residents at or below 80% of the AMI.
- B. The development of the remaining portion of the Site into an affordable senior rental housing building.
- C. The development is expected to maximize the Site capacity and include the maximum number of units allowable by the current zoning code LCCUC.
- D. Provide maximum positive economic impacts to the community, particularly through direct job creation for community residents.
- E. An architectural design approved by the County, which is both aesthetically appealing, and intentionally integrates with the street and neighborhood to promote livability, walkability and fosters a healthy, vibrant, neighborhood.
- F. Demonstrate excellence, creativity and innovation in architectural and layout design and a layout which maximizes the use of the Development Site.
- G. Provide 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 Sites. An additional twenty (20) bonus points will be given, under the Proposer's approach evaluation, for projects that provide emergency power to all the senior residential units within the Project Site.
- H. Provide homeownership assistance, programs and counseling as required.
- I. If applicable, the Selected Proposer shall provide a written natural disaster plan that complies with Resolution No. R-617-18 and addresses activities required before, during, and after a natural disaster. The written natural disaster plan shall include the provisions indicated below:
 - 1. The written natural disaster plan must be approved by the County Mayor or the County Mayor's designee for each Project Site. Such natural disaster plan shall be updated annually, be made available to the residents and first responders, and include at a minimum the following information:

- a) An evacuation plan for all residents of the senior housing development; and
 - b) A contingency plan in the event the generators required herein are not operational before or after a natural disaster; and
 - c) Steps to be taken to identify all residents who evacuate from or choose to remain in the senior housing development before and after a natural disaster; and
 - d) A refueling plan for generators; and
 - e) A communication plan between the developer, borrower or grantee and their personnel before, during and after a natural disaster; and
 - f) Any other requirements that the County Mayor or County Mayor's designee, at their sole discretion, determines to be necessary for inclusion in the natural disaster plan.
2. A kitchen on the first, second or third floor of a building that can be used to cook food for the residents after a natural disaster; and
 3. A community room on the first, second or third floor of each building that has air conditioning where residents can go during and after a natural disaster; and
 4. A kitchen and/or community room on the first, second or third floor of the development that has water supplied by a pump connected to a generator during and after a natural disaster; and
 5. A minimum of one (1) generator to operate the lights, air conditioner and other appliances in a community room and kitchen after a natural disaster and throughout the duration of a power outage. Such generators shall be maintained in good working order and shall be inspected before and after a natural disaster; and
 6. A minimum of one trained personnel on-site at the housing development during and after a natural disaster. This person must receive disaster training based on Medicaid guidelines. Such training must be provided, at no cost to the County, by a County department designated by the County Mayor or County Mayor's designee. Any cost associated with such training shall be borne solely by the Selected Proposer; and
 7. A minimum of one (1) trained personnel or volunteer, which may include a resident, on-site at the public housing development at the Project Site, to provide assistance after a natural disaster; and
 8. Working contact telephone numbers, including at least one (1) land telephone line and one (1) cellular telephone, which telephone numbers shall be available to each resident, and which shall be made available to such residents before, during, and after a natural disaster. Such telephone numbers shall be posted in common areas, including but not limited to, community rooms and management offices; and
 9. A list of community agencies furnished by the County that can provide services before and after a natural disaster, which shall be prominently posted in administrative offices and the common areas.
- J. Comply with all regulations applicable at the time of commencement of construction of the Project.
 - K. Inclusion of amenities which will be attractive and beneficial to the residents of the surrounding community and residents of the development.
 - L. Incorporate resource and energy efficient features.
 - M. Demonstrate market/financial viability.
 - N. Complete development within the shortest time feasible while in compliance with all requirements to ensure a safe and sound structure.
 - O. The project is expected to include, but not limited to, the following community features, common areas, and amenities:

Community Features / Common Areas	Unit Amenities
CPTED/ Security system/ cameras/ Vehicle license plate reader cameras	Energy efficient Dishwasher, Oven & Range, Refrigerators appropriately sized to their unit size (with ice makers included), and Washers and Dryers in each unit
Impact windows and doors *	Integrated HVAC/ Smart Fans System

High Efficiency Lighting system	Tile flooring
Designated guest parking	Impact windows and doors *
Assigned resident parking	Modern kitchen cabinets
Elevators **	Granite countertops or comparable
Motion sensor exterior lights	Window treatment/coverings for each window
Gated parking lot with key fob entry or card entry sheltered from the elements	Kitchen storage/pantry commensurate with unit size
Perimeter fence enclosing the site	Double-bowl kitchen sinks
24/7 staffed guard houses at the resident vehicle entry points to the development	Electric water heater
Computer lab/print lab **	Accessibility-Compliance with Uniform Federal Accessibility Standards per UFAS Requirements *
Clubhouse/Community Center **	Broadband and cable connection infrastructure required to be installed in all units, with broadband wall connections to be available in more than one room within each unit, so that tenants can so choose to enroll in internet service contracts for their apartment units.
Separate resident council space (may be co-located in clubhouse/community center) **	Noise control and sound absorptive elements between units
Bike parking	Each hallway will be several inches wider than minimum municipal code, each resident doorway at least 36" standard, each door will utilize paddle type door handles, each faucet and fixture will facilitate Elderly ease of use **
Gym/Exercise room **	Internet and cable service free for a minimum of 3 years **
Generators – include generator power for the requisite community room(s) and community area kitchen(s) **	
Maximum number of trees/shade possible	
Outdoor recreational elements which may include walking/bike paths, playgrounds, pavilions etc.	
Homeownership within Project Sites, as feasible	
Accessibility-Compliance with Uniform Federal Accessibility Standards (UFAS) *	
Broadband connection infrastructure installed in all common areas, along with reasonable wireless internet options installed and activated and internet service made available at no charge to all residents and guests in the common areas **	
Waste disposal facilities in close proximity to each residential building	

*As per applicable Codes

**Applicable to the affordable senior rental housing building

P. The Selected Proposer shall also provide the following miscellaneous services at the Senior Housing facility in the Project Site:

1. Hiring opportunities for eligible residents and business for the Project as per HUD's Section 3 requirements.
2. Adequate maintenance staff for regular and timely maintenance.
3. Pest Control.

4. Coordinate with County, City and other applicable agencies to provide traffic related improvements (e.g., traffic lights, buses, etc.).
 5. Assist and coordinate with police, residents, PHCD, other applicable agencies to provide a Neighborhood Crime Watch.
 6. Cooperate with PHCD, the Project Site surrounding community, their Community Council Leaders, and other stakeholders including the City of Homestead, and Miami-Dade County, their respective City Manager, Building and Zoning, Police Departments, etc., Miami-Dade County School Board, Miami-Dade County Police Department, the State Attorney's Office, social services agencies, community groups, private foundations and companies, etc.
 7. Assist and coordinate with the community and PHCD to provide Homeownership Workshops.
- Q. The Selected Proposer also holds meetings in consultation with and at the direction of PHCD, to review all aspects of their development approach with the surrounding community to obtain their input. Issues to be discussed shall include: project schedule, design (including unit interior, exterior, air conditioning and other building systems, materials, accessible units, common areas, Project Sites and parking, CPTED, security systems, landscaping, amenities and features, construction, phasing, and expenses (to be paid by the Selected Proposer), property management, homeownership programs, HUD's Section 3, job training and opportunities, services, programs, and any other pertinent issues. The Selected Proposer shall also provide the community with updates on the progress of the Project. **Proposer will create a community friendly website that provides developer company history, experience, proposed project plans, construction timing, unit and property amenities, relocation information, contact information, advertises training and employment opportunities and provides any other information needed to ensure the community is aware and provided an informative development and conversion experience.**

2.5 Site Visits and Assessment of Project Site

Prior to submitting a Proposal, Proposers shall become familiar with the Project Site - see corresponding Project Site' Attachment A 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 the Project Site following the Pre-Proposal Conference. The point of contact for scheduling these visits is PHCD staff person Roxana Bayarre, email: Roxana.bayarre@miamidade.gov. All site visits that involve entering the property will be arranged in coordination with PHCD. Site visits are only to ascertain the Project Site's condition. Remember the Cone of Silence is in effect, so discussions regarding the solicitation is not allowed during the site visit. Copy the Clerk of the Board on all correspondences with County's personnel regarding this solicitation.

2.6 Selected Developer's Key Responsibilities

- A. After award of a Development Agreement, the selected Developer shall be responsible for all aspects related to and payment of all expenses associated with the clearing of the property and preparing the Site for development, planning, construction, re-platting and selling the units, 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 land clearing of the site and planning, construction, managing and operating the affordable senior rental housing building, re-platting the site, and sale single-family townhomes;
 - 2) Obtaining certified, insured, experienced and reputable architectural, engineering and construction services including a general Contractor, project manager and Subcontractors;
 - 3) Participating 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, 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;
 - 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;
 - 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 Agreement, 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, submission of biweekly status reports to the County regarding demolition, 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) Complete demolition of any existing improvements (if any), 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 policies, Miami-Dade County, LCCUC, and any other applicable regulatory agency;
 - 17) Prior to 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 demolition and 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 zoning changes and/or any other 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.);
 - 21) Obtaining any and all access permits from the State, County, and/or any authority with such jurisdiction;
 - 22) It is the responsibility of the Selected Developer to set-up and initially fund a Homeowners Association, if required;
 - 23) Submit a detailed narrative explaining their proposed design, proposed plan for construction, conceptual site plan, financial plan, proposed sale plan of the units, and any other required responses with its Proposal, as further enumerated in this RFP; and
 - 24) Provide on a timely manner all applicable plans, reports, information, documents, or any resource required for the redevelopment and operation of the Project Site and/or as required by PHCD.
- B. 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 Selected Developer.
- C. 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.
- D. The property is being offered for development on an "LCCUC Zoning Classification" 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 Development Site. The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

- F. 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.
- G. The development site is offered with "LCCUC Zoning Classification" it is assumed by PHCD the respondent will have obtained with hard evidence and will provide within its response evidence of construction and permanent financing. The County, at its sole discretion, shall have no obligation whatsoever to provide an award to the Selected Developer, in the event the Developer fails, for any reason and/or 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 immediately terminate any agreement resulting from this Solicitation, and at the counties option reserves the right to immediately re-advertise this solicitation for another development partner, or select the next competing bid from the original solicitation. The Selected Developer shall not transfer development rights.

2.7 Projected Development Schedule

The Proposer shall provide a projected development schedule and timeline for the project, addressing all major milestones of development including negotiations, site plan approval, re-zoning (if applicable), design and construction documents, building permit approvals, HUD approvals (if applicable), financial closing, construction, marketing, and sale the single-family townhomes proposed. 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 master Development Agreement with the Selected Developer. Proposers should discuss any expected variances in the timeline, and must disclose of any issues, or potential matters, that might delay the Proposer from commencing with the Project as envisioned, or otherwise delay the Project, such as, but not limited to, other development project undertaken by the Proposer.

2.8 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.

2.9 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>

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

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

2.10 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.

2.11 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 3 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.

2.12 Budget/Funding

Potential funding sources may include County funding sources that may be available only after Selected Developer has aggressively pursued all other available funding sources.

A mixed-finance approach encourages the leveraging of financial resources with other private and public funds. There is more flexibility in funding mixed-finance projects and in mixing unit types, so that developments may include residents with a mix of incomes, with "Senior", "Affordable Housing", "Workforce Housing" and "market-rate" units. HUD has encouraged PHA's to approach the development of new units in as entrepreneurial a manner as possible. The County has demonstrated the willingness, and the capacity, to plan and execute mixed-income and mixed-finance developments, and to execute mixed finance transactions.

This RFP is subject to the budget and fiscal provisions under which the County operates.

2.13 Payments to the County

The Selected Developer shall pay to the County for the proposed Project Site, as noted below and indicated in **Form 1 - Revenue and Income Streams Proposal** limited to:

1. Ground Lease payments:

PHCD is interested in projects where all or significant portions of the land valuation (based on a 3rd party appraisal) is paid to PHCD either at closing or at the latest by the initiation of rental operations (by 8609 submissions if LIHTC units). Ground Lease payments shall include a capitalized lease payment, based on a percentage of the appraised value of the land, and annual lease payments shall be for any unpaid land value, payable for the shortest practical period of payment from commencement of initial occupancy until final payment. The first payment shall be due at the Financial Closing date.

2. Share of Revenues/Net Cash Flow:

- 1) The Selected Developer shall pay to the County a share of the Single-Family Townhome Sale proceeds in accordance with the terms of the resulting agreement. Such shares of Townhome Sale Proceeds shall be received by the County from the selected Proposer, after closing of each Townhome sale.
- 2) After stabilization period (defined as approximately one year after issuance of Certificate of Occupancy) and through the termination date of the ground lease agreement, the Selected Proposer for each group shall pay to the County a share of revenues/ net cash flow in accordance with the terms of the resulting agreement. This shall apply to revenues from all Affordable Senior Housing Units. No payments under these provisions shall be considered payments due on any lessor promissory notes, purchase money mortgages, or other liens, where the lender, mortgagee, or lien holder is PHCD. Payments made pursuant to any of these obligations shall not be used as credit against any revenue due PHCD (e.g., developer fees, rent, etc.) under this agreement. Lessor's promissory note/purchase money mortgage will be made only at

the discretion of the lessor (i.e., PHCD) and shall not be assumed to be part of the Developer's financial pro forma or capital stack/sources and use projection.

3. Percentage of Developer Fees:

The Selected Proposer shall pay the County a percentage of developer fees at a minimum of thirty percent (30%) of developer fees. An additional percentage above thirty percent (30%) is at the discretion of the Proposers and should be included in their Proposals. Developer fees shall be in accordance with Safe Harbor Standards. Proposers should indicate likely timeline for PHCD receiving its developer fees, which are always to be paid to County Pari-passu with the Developer's portion of the fee.

3) Davis-Bacon Review Fee

The Selected Developer is required to pay \$3,000 per month for the Davis-Bacon Compliance Review fee during all phases of construction of the Project Site.

4) Other Payments

The Selected Proposer may propose to pay to the County other revenue and income streams participation, including a percent of revenues from any refinance, cash-out or sale event, or LIHTC Re-Syndication. The County reserves the right to negotiate these and any other proposed payments and will make an agreement on such payments a condition to proceeding with the project with the Selected Proposers. Additionally, the County reserves the right and will negotiate the First Right of Refusal and First Offer for purchase.

2.14 Personnel, Services and Bonding Requirements

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

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

2.15 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.

2.16 Development Rights

The Selected Developer shall not have more than eighteen (18) months from the execution of master Development Agreement to obtain financing to make Project financially feasible for development, as determined by PHCD, after which time development rights will automatically expire under this RFP. The County, however, shall have no obligation to provide any extension of these twelve (18) month period provided to the Selected Developer. The Selected Developer shall not transfer development rights.

2.17 CareerSource South Florida

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

2.18 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.

2.19 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

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>

3.4 **Affidavits/Acknowledgements**

Complete and sign the following:

- a. Lobbyist Registration for Oral Presentation (Notarize and Sign)
- b. Subcontracting Form
- c. Contractor Due Diligence Affidavit (Notarize and Sign)
- d. Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1) (Notarize and Sign)
- e. Exhibit A – HUD-5369-B, Instructions to Offerors, Non-Construction & HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- f. Exhibit B – Section 3 Requirements for Procurement Contracts, Document 00400 – Section 3 Economic Opportunity and Affirmative Marketing Plan, Document 00450 – Contractor/Subcontractor Estimated Project Work Force Breakdown; and Document 0200-Section 3 Business Preference Claim Form (Only if claiming Section 3 preference).
- g. Exhibit C – HUD-5370 General Conditions for Construction Contracts - Public Housing Programs
- h. Suspension and Debarment Certification Form
- i. Byrd Anti-Lobbying Amendment Certification Form

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

3.5 **Form 1 – Revenue and Income Streams Proposal**

Complete following the requirements therein. This Form 1 shall be submitted at the same time the proposal is submitted. It will not be accepted after the Proposal Due Date. Failure to submit this Form 1 may result in the Proposal being deemed non-responsive.

Note 3: Please refer to the front cover of this solicitation for submission instructions. This is a sealed Solicitation.

4.0 EVALUATION PROCESS

4.1 **Review of Proposals for Responsiveness**

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

4.2 **Competitive Evaluation:**

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

regarding both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand five hundred (1500) points plus and another fifty (50) bonus points per Competitive Selection Committee Member.

Project Plan Development Approach	250
Development is aesthetically pleasing, and visually complimentary to the surrounding Neighborhood	100
Takes Maximum Advantage of Proximity to Transit District	100
Provides for Residents the following: 1. Computer Lab/Workspace and Conference Rooms 2. Market Rate Resident Amenities	50
Market Viability and Neighborhood Impact	200
Firm commitment to include percentage of construction jobs for Low Income (<80% AMI) and/or Section 3 residents of Miami-Dade County 1. 30%+ Jobs 2. 20-30% Jobs 3. 0-20% Jobs	Points Range 5-95
Positively impacts the neighborhood mobility and traffic flow. Positively impacts the street scape, neighborhood walkability, and livability, through at minimum, providing greenery, shade, and benches for public use, for Example: 1. Design mitigates traffic. 2. Includes docking stations for micro-mobility solutions and bikes. 3. Includes community engagement plans during the pre-development, development and post-development phases.	Points Range 0-105
Project Schedule	250
1. Schedule includes concurrent processes. 2. Schedule Includes buffers and/or multiple scenarios to account for unforeseen setbacks. 3. Schedule includes fast track for Zoning, Entitlements, Re-platting and Construction (25 Pts Bonus)	Points Range 0-250
Qualifications and Past Experience	300
Experience with like-kind 'for sale' single-family properties and affordable senior rental 1. Experience with Transit Oriented Developments 2. Development Team with history of strategic alliances with diverse firms, evidence of transitional projects, and history in key urban markets 3. Local and specific knowledge of the specified area. Experience includes successful single-family development, significant team success as a Minority Developer, State Certified General Contractor, Sub Contractor of residential properties in Miami Dade County and South Dade area. Involvement in any minority associations such as: National Black MBA Association, Miami Dade Chamber of Commerce – South Dade Branch.	Points Range Up To 300
Financial Strength and Capability to Secure Financing	275
Clear evidence of financing capabilities: 1. Committed sponsor equity. 2. Clear evidence of construction and long-term takeout financing 3. Financial Strategy and proforma showing the firm commitment of financing the pre-development and development phases up to 25%	Points Range Up To 275
Direct Benefits to the County	225
Quantifiable benefits to the Community and Residents including: 1. A Homeowners and Community Association 2. Community Benefit Agreements that provide specific programs, including: 2A. A job training program 2B. A Financial Counselor to advise potential buyers, preferable First Time Home Buyers 2C. Agreements with residential mortgage programs for potential homebuyer with preferences to First Time Homeowners County and Developer Split Unit Sale Revenues at 20%	Points Range Up To 225
Total Threshold Points	1500
Bonus Criteria	50
1. Provides free internet for up to 3 years to Senior Rental Housing Units and Low Income (< 80 AMI) Residents	Points Range Up to 20
2. Provide an additional Capacity Generator to the Senior Rental Housing Units (YES - 20; NO - 0)	Points Range Up to 20
3. PHCD Section 3 Pre-Certification (YES - 10; NO - 0)	Points Range Up to 10
Total Bonus Points	50
Total Threshold Plus Bonus Points	1550

Note: Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u ("Section 3"), Proposers pre-certified by PHCD as a Section 3 business are eligible to receive ten (10) bonus 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.

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 the Board's 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 Local Certified Veteran Business Enterprise Preference

Not applicable

4.5 Price Evaluation

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

4.6 Local Preference

Not applicable

4.7 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or County Mayor's designee with its recommendation. The County Mayor or County Mayor's designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or County Mayor's designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, and/or may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. 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 shall complete a 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). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

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

- a) A completed Collusion Affidavit, in accordance with section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.).
- b) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- c) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- d) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.8 Contract Award

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

4.9 Rights of Protest

A recommendation for contract award 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

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:

a) Supplier/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 **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Indemnification, Insurance, and Bond Requirements

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of,

relating to or resulting from the performance of this Agreement by the Selected Proposer or its employees, agents, servants, partners principals or subcontractors.

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

c) 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.

d) Additional Information

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

6.0 ATTACHMENTS

The following corresponding Attachments for the Project Site are provided, when available, at this link [Project Site Attachments](#):

Attachment 1 – Development Site

Attachment 2 - Boundary Surveys

Attachment 3 - Environmental Reports

Exhibit C – HUD-5370 General Conditions for Construction Contracts - Public Housing Programs

Exhibit D – HUD-5370-C General Conditions for Non-Construction Contracts, Section I

Exhibit E – Indemnification, Insurance, and Bond Requirements

Proposal Submission Package:

- Proposer Information Section
- Form 1 – Revenue and Income Streams Proposal
- Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)(Notarize and Sign)
- Web Forms – Submittal Form: (Subcontracting Form, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*) (Notarize and Sign), Contractor Due Diligence Affidavit (Notarize and Sign),
- Suspension and Debarment Certification Form
- Byrd Anti-Lobbying Amendment Certification Form
- Exhibit A Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders; & HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- Exhibit B – Section 3 Requirements for Procurement Contracts, 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 (Appendix B)
- Exhibit F – Proposals Guarantee (Surety Bid Bond)
- Form A-2 – Acknowledgement of Addenda
- Form A-3 – Submittal Identification Form