

City of Miami



Request for Proposal

**For Development of single-family and/or twin homes on
City-owned Vacant Land in District 4.**

Date of Issuance: May 19th, 2021

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Ladies and Gentlemen:

Thank you for your interest in this Request for Proposals (“RFP”) for the development of City of Miami (“City”) owned sites specified in **Exhibit B**. The City, through this RFP, is soliciting proposals from qualified Applicants (general contractors, architects, development teams) to design and build single-family and/or twin homes consistent with the zoning of the subject sites.

Enclosed is the City’s RFP, which contains detailed site information as follows: uses the City is seeking; development and disposition considerations; RFP submission requirements; and the selection procedures pertinent to the Proposals.

Please carefully review all the enclosed documents. Proposals must comply with all submission requirements detailed in the RFP to be eligible for consideration. Proposals must respond to all RFP requirements.

The workshop for this RFP will be held on June 9th, 2021 **from 10:30 a.m. to 12:30 p.m.** via Microsoft TEAMS. Please pre-register for the virtual workshop by sending your name and e-mail to dpinkhasov@miamigov.com. A link to the workshop will be provided to your e-mail address, as supplied. All applicants are welcome to attend and ask any questions related to this RFP at that time. Applicants are strongly encouraged (though not required) to attend this workshop.

Proposals are due no later than **3:00 p.m. on Monday, July 12th, 2021** and must be delivered to the City of Miami Clerk’s Office, 3500 Pan American Drive, Miami, Florida, 33133. A list of respondents will be made public the next business day. Late (untimely) proposals will be deemed rejected and shall not be considered by the City.

The City welcomes responsive development proposals and looks forward to working with a development team to realize this development opportunity.

Sincerely,

George Mensah, Director
Department of Housing and Community
Development
City of Miami

Executive Summary

Development Opportunity	Plan, design, develop and construct single-family and/or twin homes on the sites shown in Exhibit B.
Location(s)	Refer to Exhibit B.
Required Use	Single family and/or twin home development consistent with the zoning of the site.
Density	Consistent with zoning of the site.
Developer Selection Process	Open, competitive, sealed bid process. The City reserves the right to reject any or all bids. The City reserves the right to waive minor, technical, clerical errors, omissions, and irregularities.
How to Obtain RFP	<p>Please submit your request by e-mail to the Property Manager at dpinkhasov@miamigov.com or by mail to Single Family Homes Development on City Owned Vacant Land in District 4 RFP, c/o Dept. of Housing/ Community Development , One Flagler Building, 14 NE 1st Ave, 2nd Floor, Miami FL 33132.</p> <p>The RFP can also be downloaded from the City of Miami website at https://www.miamigov.com/HCD-RFPS (Contractors/applicants downloading the RFP are strongly encouraged to register with the City at dpinkhasov@miamigov.com in order to be notified of changes to the RFP.)</p>
Due Date	<p>Monday, July 12th, 2021, by 3 PM (Firm date and Time) at Miami City Hall, City Clerk's Office First Floor Counter 3500 Pan American Drive Miami, FL 33133 Late proposals arriving after the due date will not be considered.</p> <p>Please note: Photo ID and a face mask are required to enter City Hall. Persons entering are also subject to temperature checks.</p>

I. THE OPPORTUNITY

This RFP is an invitation from the City of Miami (“City”) to qualified Applicants to design and build single-family and/or twin homes using City owned sites set forth in Exhibit B.

II. THE SITES

The properties are identified in the attached Exhibit B.

Existing conditions

The sites are provided in "As Is" by the City for redevelopment. No representations or warranties are made as to the site condition, state or characteristics. The properties are being offered in their present condition. The City will not make any repairs or pay any for any repairs. EXPRESS WARRANTIES AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. Existing improvements and facilities, if any, that are located on the property are not to be retained as a part of the proposed redevelopment of the site. Demolition and all permit compliance and performance of the work related to it are the responsibility of the Proposer. New appraisals, testing, demolitions, inspections, and/or other non-invasive due diligence shall be at the sole cost and expense of the prospective applicant and should be included in the total bid proposal as total cost of development.

Environmental conditions

The City is providing the sites for development in an “as-is” condition, without making any representation to its environmental condition. During the due diligence period, the successful applicant shall have site access to conduct environmental site assessments, including sampling and testing of the soils, sediments and possibly the groundwater, for the presence of asbestos-containing materials (“ACMs”). If any hazardous material is discovered, the successful applicant shall be responsible for the removal or remediation of the hazardous materials as required by law at its own cost and expense. In the event that Federal funds are used, satisfactory completion of the environmental review and receipt by the City of a release of funds form or certification by HUD is required prior to the commencement of work. Contractor(s) are advised to budget for a Phase I environmental site assessment.

Zoning

The zoning for the sites must be confirmed by the Applicant. Proposals must ensure that the development complies with all applicable zoning laws or provides a detailed evaluation of zoning changes needed to realize the proposal. Additionally, any design specifications required by the City of Miami in connection or associated with a historically significant or designated area affecting any of the subject sites. Applicants are strongly encouraged to request a Zoning Verification Letter from the City Zoning Administrator. This should be done ASAP by the Applicant.

BE ADVISED THAT THE PROPERTY LOCATED AT 130 SW 51ST PL WILL BE RE-PLATTED, INTO 2 SEPARATE LOTS BY THE CITY OF MIAMI STAFF, FOR THE CONSTRUCTION OF TWO SEPARATE SINGLE-FAMILY HOMES.

In terms of this document Applicant, Proposer and Contractor are the same. Contractor indicates the successful Applicant/ Proposer to perform the work who has been selected by the City.

III. REQUIREMENTS

General requirements

- Type of residential units: A minimum of three-bedroom unit, with at least 1,400 sq. ft. living area, must have at least two full bathrooms (one of which must have a tub), washer and dryer connections, Energy Star efficient kitchen appliances consisting of range with hood, refrigerator/freezer, garbage disposal, and dish washer. Finished roofs shall be no less than of barrel tiles style. Additional consideration will be given to metal roofing designs. **Applicant must provide details regarding the specifications of the proposed property, i.e., hardware, fixtures, appliances and finishes, as well as method of construction, roofing materials, windows and doors quality and types.**

Architecture

- The project should complement and be consistent and compatible with the surrounding neighborhood.

Green Building Criteria

- Applicants must select several items from the Green Building Criteria beyond those identified as required, included as Exhibit A. Additional inclusions will be considered in the selection process.

Landscaping

- Should be consistent with zoning regulations. The winning proposal(s) will be required to incorporate into the project written recommendations by the Design Review Committee.

Scope of Work

- The Work consists of furnishing all design, engineering, permitting, materials, labor and equipment necessary for the construction of single-family and/or twin home(s), on residential lot(s) owned by the City
- The Contractor shall be consistent with applicable state and local licensing laws and ordinances, provide through qualified, licensed contractors and/or subcontractors, complete construction.

General Terms and Conditions

Time is of the Essence

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, interim milestones, completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the City. Compliance by the Contractor is a material term of its Agreement with the City.

Contractor acknowledges, agrees, accepts, and recognizes that the City is entitled to full and beneficial occupancy, possession, and use of the completed Work following expiration of the Contract Time.

In agreeing to bear the risk of delays for completion of the Work except for the approved extensions, Excusable Delay, Non-Compensable, the Contractor understands that, except and only to the extent provided otherwise in the Contract Documents, the occurrence of events of delay within the Contractor's control, the Work shall not excuse the Contractor from its obligation to achieve full completion of the Work within the Contract Documents Time, and shall not entitle the Contractor to an adjustment. **TIME IS OF THE ESSENCE IN PERFORMANCE OF THE CONTRACT WORK.** All parties under the control of or Contract with the Contractor shall include, but are not limited to, subcontractors, ,suppliers, material persons and laborers are bound by these documents and all other requirements set forth within the documents, as applicable.

The Contractor acknowledges that the City is purchasing the right to have the Contractor continuously working at the Project site(s) for the full duration of the Project to ensure the timely completion of the Work.

Contract Term

The Contract shall commence upon issuance of the written Notice To Proceed ("NTP"), which shall be issued subsequent to the execution of the Contract Documents by the City. The Contract shall terminate upon notice by the City that the Contract has been closed-out after final completion or otherwise terminated by the City pursuant to the terms and conditions herein set forth. The total proposal amount shall be the Guaranteed Maximum Cost ("GMC") of the Project, which means the maximum cost of the Work including labor, materials, equipment, overhead expenses, and profit. The City will not be liable for payment of any amount in excess of the GMC unless, the Department has approved, by an executed written amendment, a Project contingency or has approved a prior amendment to the Contract setting forth an additional amount due to Owner requested changes or its equivalent.

Notices

Whenever either party desires to give written notice unto the other relating to the Contract, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within three (3) calendar days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For City of Miami:

Arthur Noriega V
City Manager
City of Miami
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130
anoriega@miamigov.com
(305) 416-1025

George Mensah **Director**

Department of Housing & Community Development
City of Miami
One Flagler Building, 14 NE 1st Avenue, 2nd Floor
Miami, Florida 33132
GMensah@miamigov.com
(305) 416-2080

For Contractor:

President
Company Name
Company Address
Email
Phone

During the Work, the Contractor shall maintain continuing communications with the Department. The Contractor shall keep the City fully informed as to the progress of the Project at all times through ongoing communications with the Project Manager.

Indemnification

Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City and its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness, negligent act, error, or omission, or intentional wrongful misconduct of Contractor and all persons employed or utilized by Contractor in the performance of this Contract. Contractor shall

further, indemnify, hold and save harmless, and defend (at its own cost and expense), the City and its officials and/or employees, against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Contractor shall, upon written notice from the City, promptly resist and defend such action or proceeding by counsel satisfactory to the City Attorney . The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, hold and save harmless, and defend the City and its officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Contractor pre and post construction to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description, which may be brought against the City, whether performed by the Contractor, or persons employed or utilized by Contractor. These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Contractor shall require all sub-contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way, assumes or shares any responsibility or liability of the Contractor or sub-contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute good, separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Contractor.

This Indemnification shall survive the termination or expiration of the Agreement with the City for the duration of time allowed for actions / claims per Section 95.11, Florida Statutes.

Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage's set forth herein and specified in Exhibit C.

Workers' Compensation insurance to apply for all employees in compliance with the Statutory "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ices) must include:

- Waiver of Subrogation

- Statutory State of Florida
- Limits of Liability
- USL&H, if applicable

Employers' Liability

- **One Million Dollars (\$1,000,000)** each bodily injury caused by an accident, each accident.
- **One Million Dollars (\$1,000,000)** each bodily injury caused by disease, each employee.
- **One Million Dollars (\$1,000,000)** each bodily injury caused by disease, policy limit.

Commercial General Liability (CGL) - Primary and Non-Contributory with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence. Combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of **Two Million Dollars (\$2,000,000)**. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for Contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per Project. Contractor shall maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- CGL Required Endorsements
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Premises and/or Operations Liability
 - Explosion, Collapse and Underground Hazard
 - Primary Insurance Clause
 - Loading and Unloading

City shall be listed as an additional insured on all Liability Policies.

Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include any Auto, including Owned, Hired, Borrowed or Non-Owned Autos, and Scheduled.

City shall be listed as an additional insured.

Umbrella Policy (Excess Following Form/True Excess Following Form/True Umbrella)

- Bodily injury and property damage liability with limits of **One Million Dollars (\$1,000,000)** per occurrence.
- **One Million Dollars (\$1,000,000)** Aggregate.
- Excess follow form over all applicable liability policies contained herein.

City shall be listed as an additional insured.

Builder's Risk

- Causes of Loss: All Risk of Direct Physical Damage or Loss
- Valuation: Replacement Cost
- Coverage Extensions included
- City shall be listed as loss payee
- Windstorm, Hail and Flood Included

The above policies shall provide the City with written notice of cancellation or material change from the insurer not less than thirty (30) calendar days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.

Contractor shall furnish to the Department the Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

The official title of the Owner is the City of Miami, Florida. This official title shall be used in all insurance documentation. The City shall be listed as an additional insured where applicable.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above to the Contractor:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The Risk Administrator or their authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30)calendar day written notice to the Contractor in accordance with Section 3, General Terms and Conditions, Article 3, Notices. Contractor shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the Contract value as necessary. For insurance bonding issues and decisions, the City shall act through its Risk Administrator (unless otherwise stated).

Performance and Payment Bond

Where required by the Contract Documents or by Section 255.05 , Florida Statutes, which requires a payment /performance bond anytime the value of the work is \$100,000 or more , the Contractor shall within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment Bond (“Bond”) containing all the provisions of the attached Performance/Payment forms.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractors employed pursuant to this Project. Each Bond shall be with a surety, which is qualified pursuant to Article 8, Qualification of Surety.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Contractor will, upon notification by the City, correct any defective or faulty Work or materials which appear within one year after Final Completion of the Project.

The City must be listed as an Obligee on such Bond. The Bond must be issued by a surety company authorized to transact suretyship business in Florida

Pursuant to the requirements of Section 255.05(1), Florida Statutes, as amended from time to time, Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records and provide the City with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the prior approval of the City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by the City for one year after completion and acceptance of the Work.

IV. PROPERTY

Public Entity Crime

A person or affiliate who has been placed on the Convicted Vendor (i.e. Bidder)list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Response on a Contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease 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

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

Fraud and Misrepresentation

Any individual, corporation, or other entity, including, without limitation, any affiliate, parent, or subsidiary of the Proposer, that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, or omission of any material fact, may be debarred for up to five (5) years in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

Contractor in Arrears or Default

The Contractor represents and warrants that the Contractor is not in arrears to the City and is not a defaulter as a surety or otherwise upon any obligation to the City. In addition, the Contractor warrants that the Contractor has not been declared “not responsible” or “disqualified” by any state or local government entity (including, without limitation, special districts and school boards), or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder’s responsibility or qualification to receive public agreements. The Contractor considers this affirmation as stated in this Article to be a continual, material obligation and shall inform the City of any change during the term of the Contract.

The City shall not consider and shall deem as non-responsible, proposals submitted by Contractor where the City has determined that the Contractor is in monetary arrears, or otherwise in debt or in default to the City, at the time and date proposals are due.

Rejection of proposal

The City reserves the right to accept any responsive proposal, waive any non-material irregularities in any proposal, to cancel any or all proposals before opening, to reject any or all proposals after opening and/or to re-advertise for proposals.

V. REGULATORY PROCESS

The specific plans for the site will require various permits and approvals. The City has no structural or floor plans available for any structures that may be located on the site(s). Each respondent to the RFP is responsible for determining which permits and approvals will be required for development and operation of the site(s) and for compliance with all such permit and approval requirements. The successful contractor shall be responsible for acquiring all required permits, licenses, and approvals from all agencies with jurisdiction, including, but not limited to, the City, Miami-Dade County, the State of Florida, federal agencies and all public utilities. Additionally, all improvements must comply with all applicable building, fire, zoning, health, public works, and other code requirements.

VI. REVIEW AND SELECTION PROCESS

Threshold requirements and standards

Each respondent is mandated to meet the following minimum requirements to receive further consideration of their proposals. Respondents are encouraged to form appropriate development teams in order to assemble the requisite expertise, experience, financial, and management capability to meet these threshold requirements. As such, where applicable, these standards will be applied to the development team as a whole, in a manner that is commensurate with the allocation of responsibility within the team. Each team must demonstrate:

- A current certified General Contractor License issued by the State of Florida; or a current certified Building Contractor license issued by the State of Florida; and a minimum of three (3) years' experience in the in the construction of single-family homes. Contractor with defaulted or unsuccessful projects (as determined by the City Administration) in the City are not eligible to apply. In addition, Contractor owing the City any money, or in default on any City loans, are not eligible to apply.

Review committee

The Director of the Department of Housing and Community Development (“Director”) shall appoint a review committee (“Committee”) to evaluate each responsive proposal. The Committee shall consist of an appropriate number of City officials or employees and other members appointed by the applicable City Commission (District 4 Office), Presently the District intends to appoint to members” an expert in real estate, housing, or construction , and a resident of the District. The Director reserves the right to change the Committee membership. In this process, the Committee shall rely on the documentation submitted in the proposal.

The Committee shall use the specific evaluation criteria as set forth below and according to the scoring summaries included on the scoring sheets. Each Committee member shall review each proposal specifically noting the level of detail given to criteria of critical importance to the City and assign a numerical score accordingly. Each Committee member shall determine a rank order based upon the numeric score achieved. The Committee shall arrive at a rank order of proposals based on the individual member’s vote of its rank order. The members shall not use other different criteria. The members will use the evaluation criteria as set forth below. The Committee shall render a written report to the Director of its evaluation of all responsive proposals. The Committee has the authority to recommend one or more, or none, of the proposals as it deems to be in the best interest of the City.

Upon receipt of the report from the Committee, the Director shall make his/her recommendation to the City Manager as to which proposal shall be awarded the properties. Notwithstanding the aforementioned, the Director has the right to exercise the authority reserved above in the section titled Rejection of proposal, that is , the City acting by and through the director reserves the right to reject any and all proposals for any reason whatsoever . Proposers shall have no recourse or claim against the City relating to or arising out of the rejection of their Proposal or the failure to select the Proposer as the successful Contractor (except as expressly provided in the Appeal process below).

Evaluation criteria

Overall plan & design of the proposed development

- Appropriateness and quality of the design.
- Efficiency of site design, organization, and compatibility of uses.
- Imaginative and creative treatment of public access, other public spaces, exterior space, circulation, view corridors, landscaping, graphics, and lighting.
- Quality and sound principles of urban design proposal.
- Detailed development schedule.
- Number of specifications adopted from Exhibit A (Green Criteria)

Extent of Section 3/Business participation

- Section 3 Business participation within the proposing entity.
- Section 3 Resident/Business participation within the consultants to the proposing entity.
- Section 3 resident hiring practices during construction.
- Opportunities for Section 3 resident apprenticeship and training opportunities.

Green Criteria

Points will be awarded based on the commitment level of the developer to green building criteria selected in Exhibit A.

Appeal process

Respondents have the right to appeal the scores given to their own proposal. Respondents may not base their appeal on scores given to other proposals.

Appeals must be in writing and submitted to the Director of the Department of Housing and Community Development within seven calendar days from receipt of the final score. The request must clearly state what item is being appealed and detail why, in the contractor's opinion. Contractors are prohibited from stating new or additional information not originally contained in the proposal submitted. Introducing new or additional information will render the appeal null and void.

Upon receipt of the appeal, the Director will have seven calendar days to assemble an independent appeal committee to review the appeal and rescore the proposal. The ranking score given by the appeal committee is final.

City Manager

The City Manager shall take into consideration the recommendation of the Director based on the findings of the Committee, and shall then recommend one or more, or none, of the proposals for subsequent negotiations. The City Manager's recommendation shall be in writing and shall constitute final City action regarding the award of the Contract.

Anticipated selection schedule

The anticipated schedule for this RFP and subsequent contract is as follows. *All dates are tentative and subject to change.*

➤ RFP available for distribution	May 19th, 2021
➤ RFP Workshop	June 9th, 2021
➤ Proposal due date	July 12th, 2021
➤ Proposal evaluation by Review Committee	July 19 th , 2021
➤ CD Director's recommendation to City Commission by	July 22nd, 2021

VII. SUBMITTAL REQUIREMENTS

Required proposal format

Contractor shall submit **one (1) bound original, three (3) bound copies** with tab dividers separating each section, with sub-tabs as needed, and **one (1) unbound copy** without tabs for duplicating needs, all on 8-1/2" x 11" letter size paper. Original board-mounted illustrative drawing(s) that do not exceed 24" x 36", along with **five (5) copies** of the drawing reduced to 11" x 17" ledger size paper, area acceptable. All required drawings shall be submitted in 1":100' scale. **Models and photographs of models will not be accepted.**

The proposal's minimum font size shall be 12 point, in either Arial or Times New Roman formats. One-inch margins and single spacing shall be utilized on all text documents submitted.

The cover page must include: The Applicant's name; contact person for the RFP; primary office location; local business address, if applicable; business telephone and fax numbers, e-mail addresses (if applicable); title of RFP; and federal employer identification number or social security number.

Required proposal content

Table of contents

The table of contents must outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including enclosures such as charts, graphs, and illustrations must be clearly and consecutively numbered and correspond to the table of contents.

- I. Overall copy of permitting plan & design of the proposed development**
 - a. Unit design**
 - b. Development schedule**
- II. Management and operations of proposed development**
 - a. Developer and development team's experience and capability to fulfill proposal commitments**
- III. Section 3 resident's participation**
 - a. Within the proposing entity**
 - b. Within consultants to the proposing entity**
 - c. Subcontracting and hiring practices during construction**
 - d. Opportunities for section 3 hiring outreach and training opportunities in relation to leasing, management, operation, and maintenance of facilities**
- IV. Required City forms**
- V. Attachments**

I. Overall plan & design of the proposed development

Respondent must summarize the proposal providing an overview of the proposal document.

a. Project plan

The plan must include:

1. Narrative description
2. Site program analysis including:
 - Number, type, and size of housing unit(s) to be constructed.
3. Site plan:
 - The plan must illustrate the relationship and connectivity of the proposed project to the adjacent roadways and residential neighborhood.
4. Renderings of overall site including, but not limited to, the following:
 - Context of proposed improvements in relation to the site;
 - Landscape;
 - Housing unit height; and
 - Green areas/open spaces.
(No more than 3 renderings will be accepted.)
5. Optional elevations
No more than three different project elevations will be accepted (Submission of elevations is optional.)

b. Development schedule

Applicant must provide a narrative accompanied by a graphic timeline or schedule detailing all phases of the development including applicant's due diligence, planning and design, permitting, construction, and operations. The schedule must include an explanation of how the phasing of the project was determined and a projection of the project completion time required following the applicant receiving control of the site. **TIME IS OFF THE ESSENCE IN TERMS OF COMPLYING WITH THE SCHEDULE.**

II. Management and operations of the proposed development

a. Operating plan

The proposal must include a narrative describing the management and operation of the proposed construction including number of jobs to be created

b. Development Team

Respondents must have formed a development team that assembles the requisite expertise, experience, design, engineering, financial, and management capability to develop a single-family housing unit(s). For the purpose of this RFP, development entities are defined as the legal entity submitting the proposal and with whom the City would enter into the

agreement for the site, if awarded. The City reserves the right to conduct a complete background investigation and /or request supplemental information of the development team and all involved principals, consultants, affiliates, subsidiaries, agents, and sub-consultants prior to the final selection or execution of the agreement. Development entities that contain a member who previously defaulted on a City contract or are in litigation with the City, within the last 5 years, or who are currently indebted to the City and have an unpaid outstanding amount due the City are not eligible to participate in this RFP process.

1. Table of organization for development team

The proposal must include an organizational structure presented in graphic form, depicting the proposing entity and its professional consultants, including the names, affiliation and addresses of all principals. This includes any and all general partners, stockholders or equity owners owning 5% or more of the corporate stock or its equivalent, corporate officers, and executives of the development entity. A current certificate of good standing from the State of Florida shall also be required as part of the submission.

2. Resumes

Resumes must be included for principals and executive level staff, as well as key individuals to be involved in the proposed development. Resumes shall specify the role and participation of the individual in the relevant project.

3. References for all development team members

Respondents shall provide no less than two (2) current references for each principal of the development team member who can attest to the members' relevant capability and experience. Please note these references will be contacted by the City. Please include current contact information.

4. Other documentation as to experience and capability

Proposals shall include a narrative or outline that provides sufficient detail to describe the development teams and consultants' considerable past experience in the development and management of projects of similar scope and complexity within the same or clearly similar sphere of development. Respondent's must provide a **detailed list of completed projects, indicating the time required for completion, the completion date, the amount invested and financed for the project, a description of the project's elements and the role(s) played by each development team member that was involved.** For verification purposes, respondents must provide the addresses of the properties and the name of the applicant of record.

III. Section 3 Resident/Business participation

Proposals shall indicate the extent of eligible section 3 resident/ business participation in the proposed project. A **Section 3 Resident is defined as a public housing resident or a low- or**

very low-income person who resides in the area where the property is located. A **Section 3 Business is one which is:**

1. Fifty-one percent (51%) or more owned by Section 3 residents; **or**
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or were Section 3 residents within three years of the date of first employment with the business concern; **or**
3. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the total bid/proposal price awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 in this definition of a Section 3 business concern.

IV. Required City forms

1. Bid and acknowledgement.
2. Declaration.
3. Current Certificate of authority (corporation, partnership...whichever applies).
4. Section 3 Commitment form

All forms requiring signature must be legibly signed by the Proposer.

V. Attachments

Respondents may attach additional information as required. Tabs should be utilized as needed.

Proposal submission requirements

Proposals must meet all requirements specified within the RFP. Submissions deficient in providing the required information for administrative review shall be determined non-responsive by the City and shall be ineligible for further consideration.

Complete proposal packages must be delivered to:

City of Miami
Office of the City Clerk
First Floor Counter
3500 Pan American Drive
Miami, Florida 33133

All proposals must be received by Monday July 12th, 2021 before 3:00 PM, at the City Clerk's Office. Proposals submitted via facsimile or e-mail will not be accepted. Responses received after the submission date and time will not be accepted and shall be returned unopened to the applicant. Responses must be clearly marked on the outside of the package referencing:

RFP# HCD 2021-04:
Development of single-family and/or twin homes
on City-owned Vacant Land

Proposals received at any location other than the aforementioned or after the proposal submission date and time shall be deemed non-responsive.

CONTACT INFORMATION

Official list of potential respondents

Anyone bidding must register on our (i.e., Community Development / Housing Dept.) official RFP list. This will ensure that all potential respondents receive all notices and addendums regarding the RFP and are advised of any changes made.

Conflict of interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, or a current or former employee of the City, that individual may be subject to the conflict-of-interest provisions of the City Code, Section 2-611. The City Code states that no City officer, official, employee or board, commission or agency member, or a spouse, son, daughter, parent, brother, or sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Commission. This prohibition may be waived in certain instances by the affirmative vote of 4/5 of the City Commission, after a public hearing, but is otherwise strictly enforced and remains effective for two years subsequent to a person's departure from City employment or board, commission or agency membership.

This prohibition does not preclude any person to whom it applies from submitting a proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the City Commission, even if such person were the successful applicant.

A letter indicating a conflict of interest for each individual to whom it applies must accompany the submission package. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation which may create the conflict; the board on which the individual is or has served; and the dates of service.

In addition, Proposers must comply with the Miami -Dade County Ethics Code and the State of Florida Ethics Code, as applicable.

Department of Housing and Community Development Director's designee for written communications

Dollila Pinkhasov
Property Manager
Department of Housing and Community Development
City of Miami
14 NE 1st Avenue, 2nd Floor
Miami, FL 33132
Email: dpinkhasov@miamigov.com
Telephone: (305) 416-2184 Fax: (305) 416-2090

EXHIBIT A

GREEN CRITERIA CHECKLIST

GREEN CRITERIA CHECKLIST	Select	Points
Site Improvement:		
If applicable, conducting an American Society for Testing and Material (STM) Transaction Screen or a Phase I Environmental Site Assessment, and (if required) a Phase II Abatement plan.	Required	N/A
Using local species in landscaping that will be less susceptible to disease, which reduces the burden of the occupant to replant at a later date. In dry climates, local species will also require less water.	Required	
Overall, landscaping with plants that are drought resistant will require less water, reducing energy and water costs.	2	
Using tree plantings to promote shading and reduce heat island effect.	1	
Installing site improvements to capture and, where possible, to re-use rainfall for irrigation. Such measures might include the use of rain barrels or rain gardens, incorporating permeable surfaces (such as gravel paths), and minimizing impervious surfaces (such as pavement) that do not allow storm water infiltration.	2	
Labeling storm drains to indicate where they lead, which reminds people not to dump garbage or pollutants into the drains.		
Water Conservation:		
Toilets that use no more than 1.28 gallons per flush or better, and showerheads, kitchen and bathroom faucets that are at 2.0 gallons per minute or less.	Required	
Installing energy efficient landscape irrigation (if this is needed at all) by using graywater (from sinks, showers and tubs), roof water, or collected site runoff.	1	
Energy Efficiency:		
Meeting or exceeding nationally established standards such as Energy Star, or American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). This can be achieved by using a Home Energy Rating System (HERS) or Building Performance Institute (BPI) certified rater.	Required	
Installing Energy Star dishwashers and refrigerators when providing new appliances.	Required	
Installing interior Energy Star-labeled lighting fixtures or the Energy Star Advanced Lighting Package >	Required	
Installing renewable energy measures such as photo-voltaic panels, thermal hot water heaters, etc.	1	
Healthy Living Environments:		
Ensuring that all interior paints and primers comply with current Green Seal standards for low volatile organic compound (VOC) limits.	Required	
Using low VOC adhesives that comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	1	
Avoiding use of exposed particleboard (which contains added urea-formaldehyde, a toxin), unless the exposed area has been sealed. Formaldehyde exposure can cause watery eyes, nausea, coughing, chest tightness, wheezing, skin rashes, allergic reactions and burning sensations in the eyes, nose and throat.	1	
Avoiding installation of carpet in basements, entryways, laundry rooms, bathrooms or kitchens because of potential problems with moisture retention and mold growth. If carpeting is installed in other parts of the home, use the Carpet and Rug Institute's (CRI's) Green Label-certified carpet and pad, which have low VOCs.	1	

Installation of Energy Star-labeled bathroom fans that exhaust to the outdoors and are equipped with a humidistat sensor or timer, or operate continuously. Also required in kitchens — except in moderate rehabilitation projects — are Energy Star-labeled power vented fans or range hoods that exhaust to the exterior. Properly sized and controlled exhaust fans in bathrooms and kitchens reduce moisture condensation, lowering the potential for indoor mold growth that may yield odors and pose health hazards to residents.	1	
Installation of a ventilation system for the housing unit that provides 15 cubic feet per minute of fresh air, per occupant. Various means exist for achieving this standard, such as whole-house mechanical ventilation systems, constantly running low-speed exhaust fans, and “slit” ventilators in window frames.	1	
Installing tankless water heaters, or conventional water heaters in rooms with waterproof floor coverings, and drains or catch pans piped to the exterior of the dwellings. The use of heaters with drains and catch pans prevents moisture problems caused by leakage or overflow.	1	
Insulating exposed cold water pipes in climates and building conditions susceptible to moisture condensation to prevent condensation that can lead to mold growth.	1	
In wet areas of the housing unit, installation of materials with smooth, durable, cleanable surfaces, instead of mold-propagating materials, such as vinyl wallpaper and unsealed grout. Shower areas must have a one-piece fiberglass or similar enclosure. Alternatively, when using any form of grouted material, use backing materials, including cement board, fiber cement board, fiberglass-reinforced board or cement plaster.	1	
Exhausting clothes dryers directly to the outdoors, to reduce moisture buildup in living areas.	Required	
Sealing all wall, floor and joint penetrations to prevent pest entry, including providing rodent- and corrosion- proof screens (e.g., copper or stainless steel mesh) for large openings.	Required	
Use of non-vinyl, non-carpet floor coverings, such as non-vinyl composite tile, colored concrete, ceramic tile, natural linoleum and wood, in all rooms. Carpeting can serve as a sink for dust, allergens and other substances that may pose health hazards to susceptible residents. r) Installation of whole-house vacuum systems with high-efficiency particulate air filtration.	1	
Total points:	16	

EXHIBIT B

SITES:

ADDRESS	SIZE (SQ.FT.)	ZONING	DIMENSIONS
130 SW 51 PL	12,581	T3-R	61.98 X 203 (*)
12 SW 47 AVE	9,475	T3-R	94.75 X 100
2601 SW 13 ST	6,900	T3-0	50 X 138
2293 SW 17 TR	10,700	T3-R	70 X 153

(*) This property will be re-platted by the City of Miami Staff. It will contain two separate lots for one Single family home on each.

EXHIBIT C

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE CONSTRUCTION CITY OWNED LOTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000

B. Endorsements Required

City of Miami listed as an Additional Insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement
Completed Operations extended for (3) years after project completion

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami included as an additional insured.

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

EMPLOYER'S LIABILITY

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella Policy (Excess Follow Form)**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

Aggregate \$ 1,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over all liability policies contained herein.

V. **Owners & Contractor's Protective**

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

City of Miami listed as the named insured

VI. **Payment and Performance Bond** \$TBD

City listed as obligees

VII. **Builders' Risk**

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: \$5,000 All other Perils

5% maximum on Wind/Hail and Flood

City of Miami listed as loss payees

A. Coverage Extensions: As provided by carrier

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

REQUIRED CITY FORMS

ATTACHMENT 1

BID AND ACKNOWLEDGMENT FORM

TO: Office of the City Clerk
City of Miami, Florida

Attention: Department of Housing and Community Development

1. The undersigned hereby makes a Proposal for the redevelopment of the City of Miami properties on _____ . (Provide site number from Exhibit B)

2. The undersigned understands that the City reserves the right to reject any and all Proposals at any time, for any reason, prior to the execution of a contract with Applicant.

_____ Contractor's Initials.

3. The undersigned understands that this Proposal is a firm offer and that upon notice from the City Manager that he will recommend the Proposal to the City Commission, which notice shall be mailed to the undersigned at the address stated below, the undersigned will, within fifteen (15) days after receipt of such notice or such reasonable time thereafter as determined in the City Manager's sole discretion, execute Contract The undersigned further acknowledges that in the event the undersigned withdraws his/her Proposal after the Proposal due date **July 12th, 2021** or if the Proposal fails to execute a Contract within the time frame set forth above, any cost incurred by the Applicant shall be his responsibility and not the City's

_____ Contractor's Initials.

4. Proposal or in any other Proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from Proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among Contractor. The undersigned agrees to hold harmless, defend and indemnify the City for any noncompliance by the undersigned with the aforementioned representations or with the antitrust laws of the United States and of the State of Florida.

_____ Contractor's Initials.

ATTACHMENT 2

DECLARATION

TO: Arthur Noriega V, City Manager
City of Miami

Submitted on this _____ day of _____, _____.

The undersigned, as Respondent (herein used in the masculine, singular, irrespective of actual gender and number) declares that the persons interested in this Proposal are named herein, that no other person has any interest in this Proposal. That this Proposal is made without connection or arrangement with any other person and that this Proposal is in every respect fair, in good faith, without collusion or fraud.

The undersigned further declares that he has complied in every respect with the Request for Proposals requirements and instructions, that he has read all addenda, if any, and that he has satisfied himself fully with regard to all matters and conditions with respect to the Agreement to which the Proposal pertains.

The undersigned herein acknowledges that this Proposal constitutes a firm offer and he will negotiate in good faith with the City in the event that the undersigned is the selected Respondent. The undersigned further acknowledges that if its Proposal is selected and the undersigned fails to execute the Agreement, the Initial Deposit shall be kept by the City as liquidated damages and not as a penalty.

The undersigned acknowledges that all costs related to the preparation and submission of the Proposal are the sole cost of Respondent and the undersigned understands and acknowledges that he will not be entitled to a refund or reimbursement of any costs incurred.

ATTACHMENT 3

CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____ a corporation existing under the laws of the State of _____ , held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated,
_____, 20____, to the City of Miami and this corporation and that their execution thereof, attested
by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this
Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____
, day of _____, 20____ .

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the laws of the State of _____ , held on
_____, 20 _____ , the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as _____ of the Partnership, be and is
hereby authorized to execute the Proposal dated, _____ 20 _____ , to the City of Miami and this
partnership and that their execution thereof, attested by the _____
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ , day of _____,
20_____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE.**

ATTACHMENT 4

SECTION 3 – RESIDENT/BUSINESS PARTICIPATION

Participation	Check
▪ Developer qualifies as a section 3 business	
▪ Developer entity includes a Section 3 resident	
▪ Development team includes a section 3 business	
▪ Developer commits to hiring at least one Section 3 business or consultant for the project.	
▪ Developer commits that a minimum of 50% of site laborers will be section 3 residents	
▪ Developer commits to a minimum of 5 apprenticeship training for Section 3 residents	

SECTION 3 & MBE/WBE/DBE CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

A. MBE/WBE/DBE

(i) The Development Partner's selection policy and procedures shall foster the utilization of minority-owned businesses and women-owned businesses. A minority business enterprises ("MBEs") and women business enterprises ("WBEs") combined utilization goal of not less than twenty-five percent (25%) of the total contract value shall be required on all contracts.

(ii) The Development Partner shall comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementation regulations at 24 C.F.R. part 135 (the “Section 3 Plan”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall be, to the greatest extent feasible, directed to low and very low-income persons, particularly those who receive HUD assistance for housing.

(iii) The Development Partner shall formulate plans for MBEs and WBEs participation and Section 3 Hiring on terms approved by the Authority. The Hiring and Training Plans shall specify how affirmative action and resident hiring requirements shall be imposed, how the Authority’s minority goals shall be met, and how all requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, shall be met, with respect to the Development in accordance with the Section 3 Plan and the Section 3 plans, programs and policies of the Authority. The Hiring and Training Plans shall be applicable to services rendered by the Development Partner, any Owner Entity and their respective contractors and subcontractors. The Development Partner shall implement or cause the Owner Entities to implement the Hiring and Training Plans, as approved by the Authority.

(iv) The Development Partner shall make affirmative outreach efforts to publicize training, employment and subcontracting opportunities. Notice shall be put in local newspapers and flyers shall be distributed as appropriate. Local unions, elected officials and training organizations shall also be notified. The Development Partner’s efforts under the Section 3 Plan shall be documented monthly, and as evidenced by the execution of this Agreement, the Development Partner certifies that it is under no contractual or other impediment that would prevent compliance with 24 CFR Part 135.

B. MBE and WBE Participation. To achieve greater participation of MBEs and WBEs in contracts administered directly or indirectly by the Authority pursuant to Executive Orders 11625 and 12138, the Developer agrees to use its good faith best efforts to: (1) place qualified MBEs and WBEs and small business concerns on solicitation lists; (2) divide the Development Services into smaller tasks or quantities to permit maximum participation by MBEs and WBEs and small business concerns; (3) use the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, any local minority assistance organizations and various state and local government small business agencies; (4) comply with such additional requirements relating to MBEs, WBEs, and Section 3 as set forth in the hiring and training plans developed by the Owner Entity, and approved by the Authority (the “Hiring and Training Plans”)

C. MBEs/WBEs Report. Each quarter, the Developer shall, and shall cause each Subcontractor to prepare and submit to the Owner Entity the Section 3, MBEs and WBEs report in the form prescribed by the Owner Entity.

D. Section 3. The Developer shall, and to the extent practicable shall require its Subcontractors to, ensure that employment opportunities shall be directed to: (1) the Authority’s public housing residents, then (2) low income residents of Miami Dade County in accordance with the Hiring and Training Plans.

E. Local Selection. The Development Partner agrees to use best efforts, consistent with Applicable Public Housing Requirements and the selection policy and procedures set forth, as amended from time to time in the sole discretion of the Authority, to expend not less than twenty-five percent (25%) of all expenditures for goods and services relative to the construction and operation of the Development, with vendors and companies located in the Miami-Dade

County area. All documentation to support this commitment and, determination that the commitment has been met, shall be subject to the final approval of the Authority.