



**REQUEST FOR PROPOSALS (RFP) No. 7THAV2018-003 FOR  
NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
GRANT ADMINISTRATION SERVICES**

ISSUED BY MIAMI-DADE COUNTY:  
NW 7<sup>th</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY (Agency)  
OFFICE OF MANAGEMENT AND BUDGET (OMB)

**PROPOSAL RESPONSES DUE:  
DECEMBER 27, 2018 5:00 pm EST**

Contact for this Solicitation:  
Jorge M. Fernandez  
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(305) 375-5143  
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IT IS THE POLICY OF MIAMI-DADE COUNTY AND THE NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

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

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

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

The Agency does not discriminate in employment based on race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status.

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

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

## 1.0 AGENCY OVERVIEW & GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

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

Additionally, the BCC adopted the following:

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

Supplementary background information about the NW 7<sup>th</sup> Avenue Agency Redevelopment Plan can be found at:

<http://www.miamidade.gov/redevelopment/library/plans/nw-7th-avenue-community-redevelopment.pdf>

### 1.2 Community Redevelopment Agency Background

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

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



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

The Area is home to a diverse mix of 396 primarily small businesses, which employ over 2,800 persons, in retail, education, automobile dealers, parts and repairs, health care, and electronic and precision equipment repair and maintenance. Recent new businesses in the Area, some developed with the help of funding received from the Agency, include a green technology incubator, high-end print services, personal health care products manufacturer, law firm, and a planned 200- room hotel. Magnus Media, Marc Anthony's global music production and talent management agency, is the CRA's newest resident.

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

The Area borders Interstate 95 on its east edge; one of the most heavily traveled sections of interstate highway in the country. The Area is also extensively served by every mode of transportation, making it Miami's, and one of Florida's, most connected and accessible corridors. Further, the Area provides a considerable opportunity for development and job creation. The more than 70 acres of vacant and underutilized property within the Area can accommodate a minimum of 1.3 million square feet of new development.

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

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

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

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

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

### **1.3 Procurement Objectives**

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

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

- *Small and medium size business growth is key to the Area's future;*
- *Small business growth in North Miami-Dade, including the Redevelopment Area, supported job creation while larger firms closed operations;*

- The rate of new business formation among minorities is in some cases three times that of the majority population, and needs adequate support systems if it is to continue; and
- The NW 7<sup>th</sup> Avenue Corridor, despite its many strengths and strategic advantages, has a brand identity issue.

The CRA, branded as the Uptown Avenue 7, is soliciting Request for Proposals (RFP) from a qualified firm (Proposer) or a combination of firms (Proposers) for grant administration services in connection with the implementation of the CRA's Redevelopment Plan to include and its grant programs. Please note that if an RFP respondent elects to submit a proposal with a team of separate and distinct companies, the submitted proposal must clearly state and identify as such (i.e., joint proposal, sub-contractors, etc.). The proposal must include a cover letter/statement of interest completed/signed by each firm and an *Affirmation of Proposer Affidavit Form* must be completed and signed for each company. In the event two or more entities submit a single proposal, such entities, if awarded, will be jointly and severally liable under the contract with the Agency.

Historically, the CRA has administered two primary grant programs, the Commercial Improvement Program (CIP) and the Business Innovation and Investment Grant (BIIG) program; both designed to stimulate employment, grow businesses and spur investment within the community redevelopment area. Approved in 2013, the CIP provides assistance to business located within the CRA boundaries to rehabilitate or construct privately owned commercial and industrial buildings which are occupied by licensed businesses. The funds can be used for improvements to the building and property, correction of code violations, and/or removal of barriers which provide access to disabled persons. Nineteen CIP grants have been awarded to area businesses totaling \$1.3 million. Since one of the main objectives of the CIP is to stimulate employment of persons living within the CRA's Employment Stimulus Zone, acceptance of a CIP grant also requires entering into a Community Benefits Agreement (CBA) with the CRA.

The BIIG, established in 2014, has awarded 21 business grants for a total of \$200,000. The specific objective of this grant is to assist businesses in the re-development area with improvements or investment in new equipment and/or technology. Grant funds can only be used to purchase new equipment/technology or improve or upgrade existing equipment/technology to be used directly in the business. Some of the allowable equipment or technology might include: process, manufacturing equipment and tools; computers/computer software; vehicles used for business purposes, including pick-up trucks, cargo vans, light and heavy trucks, and passenger vans if the business provides regular passenger services, but not for automobiles; specialized furniture used directly for the making of products and/or delivery of services to customers (e.g. welding tables, barber chairs, etc.); and/or equipment used to test and/or demonstrate the business's products or process (i.e., video monitors to display video produced by the business, or computers and smartphones to test software development).

The selected Proposer shall serve as the "CRA Grants Administrator." The professional or entity selected shall have as their primary responsibilities ("Scope of Work Services") the following:

- a) Market the CRA Grant Program to businesses located within the Redevelopment Area;
- b) Attend all CRA Board meetings, workshops, special meetings and any other meetings or programs which may be scheduled by the CRA; this includes the annual *Uptown Avenue 7 Arts & Culture Festival*. In addition, the Grants Administrator is required to attend all meetings/workshops sponsored by the State, Miami-Dade County or Economic Development Coordinator, which may be relevant;
- c) Provide ancillary support for the CRA's annual *Uptown Avenue 7 Arts & Culture Festival* through coordination with the CRA's Economic Development Coordinator;
- d) Accept and review grant applications from businesses in the Redevelopment Area for eligibility;
- e) Review grantee applications for completeness and accuracy of information;
- f) Provide monthly written and/or in-person updates to the CRA Board on the status and progress of applications and executed agreements at the CRA meetings;
- g) Present grant applications to the CRA staff for funding consideration with the understanding that the CRA can approve, modify or reject any funding recommendations;
- h) Conduct Grant Orientations for all awarded grantees;
- i) Facilitate County vendor registration and small business training for those businesses which are in need of assistance;
- j) Prepare the grant agreements and, if applicable, the Community Benefits Agreement (CBA), which will be entered into between the CRA and the awarded grantee;

- k) Following the execution of a grant agreement, assist the grantee in preparing payment requests and submitting them to the CRA for disbursement;
- l) Following execution of a CBA, develop reporting instrument, monitor and provide quarterly report to the CRA for all grantees;
- m) Monitor and report on the progress of any rehabilitation work being paid for with CRA grant funds;
- n) Review all payment requests from grantees and, if proper, forward to administrative staff for further processing;
- o) If applicable, act as the CRA's agent in disbursing funds following the approval of a request for payment. The CRA can forward payment to the Grants Administrator on behalf of the grantee for their pick-up or delivery. If needed, the CRA can also deposit such funds into an account designated by the Grants Administrator or CRA and shall provide the Grants Administrator with instructions on how it wants the funds disbursed.
- p) Submit monthly written reports to the CRA which shall include the following: basic business information (name, address, industry); project status (progress); outreach activity (i.e., advertisements); names/numbers of businesses which have received applications; number of applications processed and forwarded for Board consideration; funding requested; amount of funding approved; Board approval date; amount disbursed; remaining grant balance; end date of grant period; and extensions requested.
- q) Conduct quarterly Grant Site Visits of all grantees and provide written/in-person reports to the CRA and coordinate with the Economic Development Coordinator for inclusion of businesses in print/digital/published media and for other business, as applicable.

As their initial task, the selected Proposer shall identify all business located within the CRA boundaries which may be eligible for grant funding. Following engagement through a written agreement, it is anticipated that during the initial 30-day period the position will require approximately 40 hours per week, including. Thereafter, it is anticipated that the position will require approximately 15 hours per week. The CRA does not have a physical location where contractors are expected to work. Therefore, the hours referenced apply to a combination of hours spent attending CRA meetings ("on-site") and hours spent away from the CRA (off-site) conducting business on behalf of the CRA.

The CRA anticipates awarding a contract for one (1) year from the date of execution. Based upon satisfactory performance and budget approval, the engagement may be continued for up to four (4) additional one-year intervals at the CRA's sole discretion. The Agency's Board has approved a maximum of \$50,000 for the Contractual Services in support of the CRA for FY 2018-2019.

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

#### 1.4 Procurement Schedule

The anticipated schedule for this Solicitation is as follows:

- Solicitation Issued: November 19, 2018
- Deadline for Receipt of Questions: November 30, 2018
- Proposal Due Date: December 27, 2018
- Evaluation Process Concludes: January 21, 2019
- Oral Presentation, if Conducted: January 24-25, 2019
- Negotiating Period: January 2019
- Projected Award Date: February 2019 (CRA Meeting)
- Projected Contract Start Date: April 2019

The above dates are subject to change and the CRA reserves the right to alter scheduled dates as necessary.

#### 1.5 General Proposal Information

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

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

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

A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the RFP and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this RFP, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the RFP specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the CRA's sole discretion, constitutes a material deviation from the requirements of this RFP. Proposals taking such exceptions may, in the CRA's sole discretion, be deemed non-responsive. The CRA reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline, as the CRA deems necessary.

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

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

#### 1.6 Aspirational Policy Regarding Diversity

Pursuant to Miami-Dade Board of County Commissioners Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

### 1.7 Cone of Silence

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

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

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

### 1.8 Public Entity Crimes

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

### 1.9 Collusion

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

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

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

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

### 1.11 Review of Proposals for Responsiveness

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



**1.12 Modified Proposals**

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

**1.13 Withdrawal of Proposals**

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

**1.14 Selected Proposer Requirement**

The Proposer recommended for negotiations shall provide to the CRA:

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

**1.15 Conflict of Interest**

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

**1.16 Cost Incurred by Proposers**

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

**1.17 Proprietary/Confidential Information**

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

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

### **1.18 Rules, Regulations and Licensing Requirements**

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

### **1.19 No Outstanding Payments to CRA**

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

### **1.20 Criminal Conviction**

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the CRA. Accordingly, Criminal Record Affidavit forms are available upon request through the Agency's staff assigned to the CRA, for those individuals or firms requesting to disclose this information only.

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

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

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

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

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

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

### **1.23 Fair Subcontracting Policies**

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

- a) Notifies the broadest number of local subcontractors of the opportunity to be awarded a sub-contract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;

- c) provides local subcontractors access to information necessary to prepare and formulate a sub-contracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards sub-contracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

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

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

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

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

#### **1.24 Non-discrimination**

All Proposers and their subcontractors shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Proposer shall agree to post, in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

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

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

#### **1.26 Bankruptcy**

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

### 1.27 Domestic Violence Leave Affidavit

Prior to entering into any contract with the CRA, a firm desiring to do business with the CRA shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Code of Miami-Dade County. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Miami-Dade Board of County Commissioners Resolution No. R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The CRA shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

## 2.0 SCOPE OF SERVICES

### 2.1 Instructions to Proposers

- a) Proposers shall thoroughly examine and be familiar with the RFP specifications. Failure of any proposer to receive or examine this document shall in no way relieve any proposer of obligations pertaining to this RFP or the subsequent contract.
- b) Any modifications from the stated terms and conditions can result in the rejection of the response as not being responsive to this RFP.
- c) Delivering the response to the CRA on or before the specified date and time will be solely and strictly the responsibility of the proposer. The CRA will in no way be responsible for delays caused by the United States Postal Service, or other courier services, or a delay caused by any other occurrence. Offers by telephone or fax will not be accepted.
- d) The response deadline shall be strictly observed. Responses received after this date may not be considered. Such RFPs will be returned to the proposer unopened.
- e) The CRA reserves the right to reject the response of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who in the opinion of the CRA, is not in the position to perform properly.
- f) Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- g) No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the CRA, which authorization may be withheld by the CRA in its sole discretion.
- h) Changes to the RFP may be made by and at the sole discretion of the CRA.
- i) Warranties - The proposer, in submission of its response, warrants to the CRA that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- j) **If a proposal is submitted by more than one entity, the proposal must include a description of the qualifications/experience of all of the entities. Further, the proposal must be signed by representatives of all entities submitting the proposal in order to be considered responsive.**

### 2.2 Response Contents and Format

- a) Proposer shall have, and include documentation demonstrating, a minimum of five (5) years' grants management, grants development/management and/or program management/oversight experience. Experience should include the requested types of services detailed throughout this Solicitation and contained in the Scope of Work Services; verifiable listing of substantive successes that document a proven track record; prior experience and successes regarding implementation, management or administering grants, small business grants, economic development programs, financial assistance programs or any related field.
- b) A reference list and contact information of firms/companies/agencies and similar County and/or local governments, for which the proposer previously or currently provides services for; it being understood that, in order to avoid conflicts, the CRA may prefer a company/organization which does not work with other community redevelopment agencies. The Evaluation Selection Committee reserves the right to contact all listed sources.

- If the proposer does not have prior experience with community redevelopment agencies and/or local governments, please list all work indicating the proposer's ability to perform requested work by the CRA.
- c) Proposals should also include ALL of the following information and should be provided in the format detailed below. Responses which do not adhere to the prescribed format will be considered non-responsive and will be returned to the proposer.
1. Cover letter/statement of interest, including legal name of the proposer, e-mail and physical address of primary proposer, signed by an authorized corporate officer, principal, or partner. (2 page limit)
  2. A technical submission that describes the proposer's/firm's qualifications (verifiable credentials and resumes) to provide the services and meet the requirements of this Solicitation, including references and contact information. (3 page limit). Also should include a detailed description of how the proposer and its team can deliver each of the services listed in Section 1.3 above (3 page limit) and detail and explain the role of all key personnel (primary and supplemental) that will work on this Contract (1 page per person). Should include the following:
    - Experience in Florida;
    - track record of success with verifiable credentials, work samples and/or portfolio;
    - demonstrated experience with developing or coordinating competitive solicitations;
    - demonstrated experience with small business development;
    - demonstrated experience with job training and development;
    - if the proposer intends to utilize additional staff, provide staff stability history and credentials, including assurances regarding the assignment of your permanent personnel to the engagement of this contract. *Resumes for additional staff should be included in response;* and
    - demonstrated experience performing community outreach, intergovernmental affairs and/or public relations.
  3. Detailed summary of local knowledge, strategy and approach to RFP (if not already incorporated in the prior response), including but not limited to (3 page limit):
    - Previous involvement/experience in Miami-Dade County business and/or community redevelopment planning agencies;
    - previous involvement in Miami-Dade County/Government or other local County/City government;
    - evidence of understanding of local policies and the regulatory environment;
    - availability/timeframe to respond to requests or questions within the scope of the engagement which may be requested by staff or CRA Board; and
    - availability to attend all requested meetings for and on behalf of the CRA

*Note: The CRA meets monthly and occasionally schedules special meetings, retreats and/or workshops, as needed. The Grants Administrator is required to attend these meetings. In addition, the Miami-Dade County, Board of County Commission, CRA Economic Development Coordinator and/or the Florida Department of Transportation (FDOT) also conduct meetings of interest or direct impact to the CRA as well. The Grants Administrator may also be requested to attend these meetings.*
  4. Provide a projected 12-month timeline of contract activities forecasted for this solicitation. (2 page limit)
  5. Provide a cost/pricing proposal which should include all costs to complete all CRA tasks and responsibilities for a 12-month period. There will be no additional charges honored for travel and/or expenses, related to regular contractual duties. Provide as much detail as possible, detailing separate line items, where needed.
  6. All Proposers shall affirm, at the time they submit a response to the RFP, that all information in their Proposer Agency Registration package (which can be submitted either in their response to this solicitation or after they are selected as the preferred proposer), is current, complete and accurate, by completing and signing the Affirmation of Proposer Affidavit Form (Section 6.3, Appendix C). If submitting as a team, once form must be completed for each entity.
  7. Provide a listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the services requested in this RFP.
- d) **Proposers that do not comply with all the above instructions, formatting or do not include all the requested information, will be considered non-responsive, will not be considered and will be returned to the proposer.**
- e) One unbound original and five (5) bound copies of the response in a sealed envelope(s) **on or before 5:00 P.M. EDT, on Thursday, December 27, 2018** addressed as follows:

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

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

RFP No.: 7THAV2018-003  
 RFP Title: NW 7<sup>th</sup> Avenue CRA – Grants Administration Services  
 Proposal Due Date: Thursday, December 27, 2018, 5:00 pm EST

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

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

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

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

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

**4.2 Evaluation and Selection Criteria**

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

The Committee will evaluate each proposal according to the evaluation and selection criteria listed below. The criteria are itemized with their respective weights for a base total of one hundred (100) points, per Committee member.

An additional ten (10) bonus points are also available for proposers which meet further criteria in the Tier 1 Ranking only. Therefore, the maximum total points available for this Solicitation is one-hundred and ten (110) points. The proposer with the highest total score will be the highest rated proposal.

Tier 1 Ranking Criteria	
<b>Technical Criteria</b>	<b>Points</b>
Proposer’s expertise, qualifications of key personnel, including firm and secondary personnel that will be assigned to this contract	30
Relevant past experience/performance and references	30
Proposer’s local knowledge, strategy and approach to providing the services requested, timeline/deliverables	20
<b>Cost Proposal Criteria</b>	<b>Points</b>
Proposer’s cost proposal	20
<b>Maximum Possible Base RFP Score</b>	<b>100</b>
<b>Additional Criteria (as defined in Section 4.4)</b>	<b>Bonus Points</b>
Local business within Miami-Dade County	5
Local business within Area’s boundaries	5
<b>Maximum Possible RFP Score with Bonus Points</b>	<b>110</b>

At the conclusion of the first-tier selection, a minimum of three (3) of the highest ranked RFP responses will be short-listed, or by a majority vote, the Committee may determine the maximum number of candidates to advance to Tier 2 selection. Alternatively, the Committee may waive the second-tier selection process by a majority vote and make a final recommendation to the CRA Board, that a contract be negotiated with the highest ranked responsive and responsible response, based on Tier 1 criteria only.

If the Committee chooses to proceed to Tier 2, the Selection Committee shall evaluate the short-listed responses based on the following second-tier criteria:

Tier 2 Ranking Criteria	
	<b>Points</b>
Statement of qualifications	50
Knowledge and past experience providing similar services	30
Overall ability to provide required services	10
Budget proposal	10
<b>Maximum Possible RFP Score for Second Tier</b>	<b>100</b>

The RFP responses will be ranked based on the highest to lowest overall score. The CRA will begin negotiations with the highest ranked Proposer and reserves the right to negotiate with other Proposers should those negotiations not be successful.

**4.3 Oral Presentations**

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

**4.4 Local Preference**

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

- a) A business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- b) A business that has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and

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

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

#### **4.5 Negotiations**

It is the CRA's intent to award the contract to one Proposer or a combination of more than one firm/company (Proposers). The CRA may determine the initial proposal is sufficient and requires no negotiations. Therefore, each initial offer should contain the Proposer's best terms from both a technical and economical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the CRA Staff. The CRA Executive Director will begin negotiations with the Proposer selected as first choice. If negotiations are successful, the CRA Executive Director will forward the recommended Proposer and Contract Agreement to the Board. The CRA reserves the right not to award as it may not be in the CRA's best interest.

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

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance No. 08-113. If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award. A copy of the form can be obtained online: <http://www.miamidade.gov/housing/library/forms/collusion-affidavit.pdf>.

#### **4.6 Contract Award**

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

### **5.0 TERMS AND CONDITIONS (THE TERMS & CONDITIONS SUMMARIZED BELOW ARE OF SPECIAL NOTE)**

#### **5.1 Proposer Registration**

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



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

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

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

## **5.2 Insurance and Indemnification Requirements**

The selected Proposer shall indemnify and hold harmless the CRA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CRA, its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the awarded selected Proposer or its employees, agents, servants, partners, principals or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

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

## **5.3 Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

**6.0 APPENDIX**

**6.1 Appendix A:** NW 7<sup>th</sup> Avenue CRA Redevelopment Map

**6.2 Appendix B:** Employment Stimulus Zone

**6.3 Appendix C:** Affirmation of Proposer Affidavit Form

**6.4 Appendix D:** Sample Agreement

Attachment 1 – Scope of Work Services

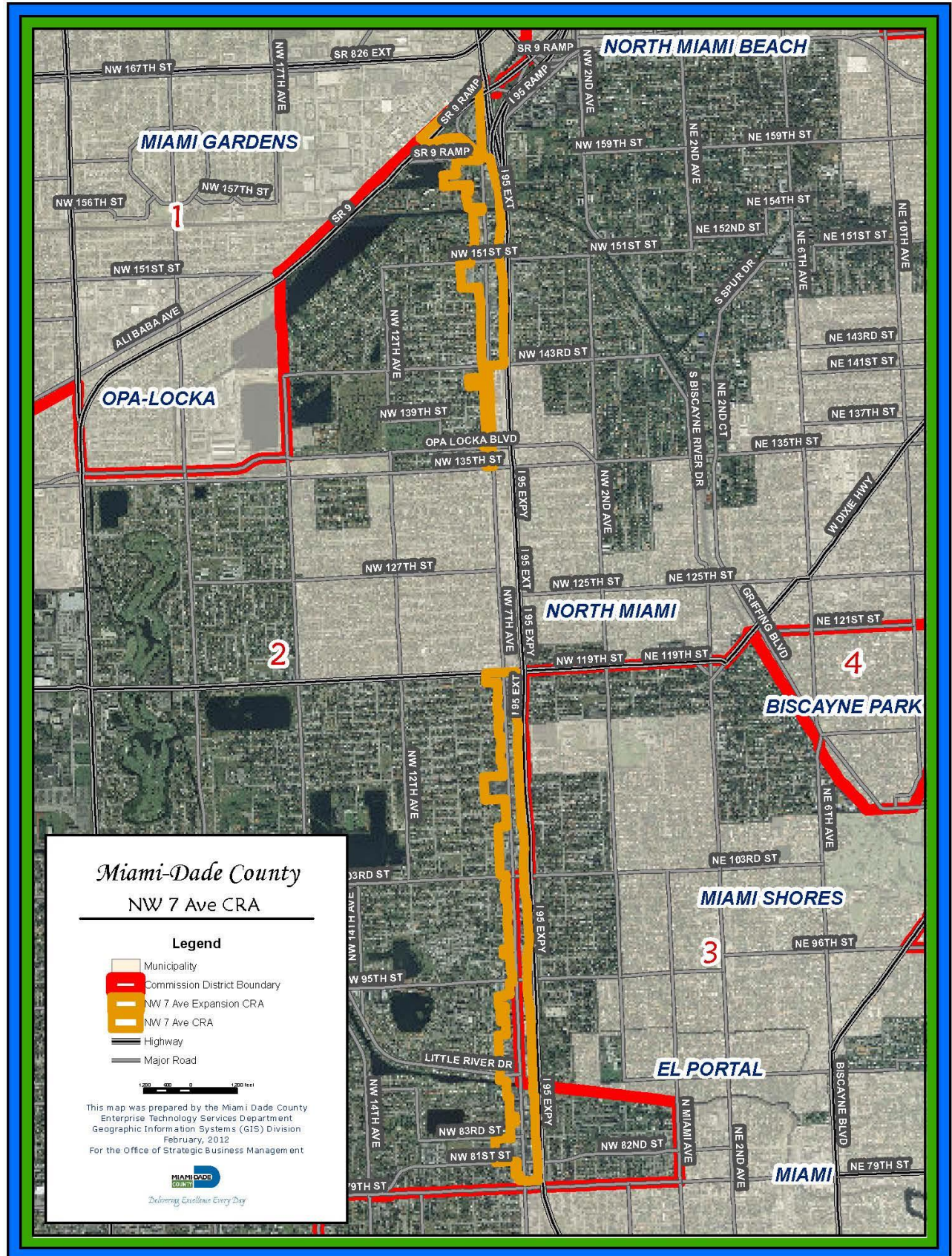
Attachment 2 – Contractor Budget & Rate Schedule

Attachment 3 – Affidavits

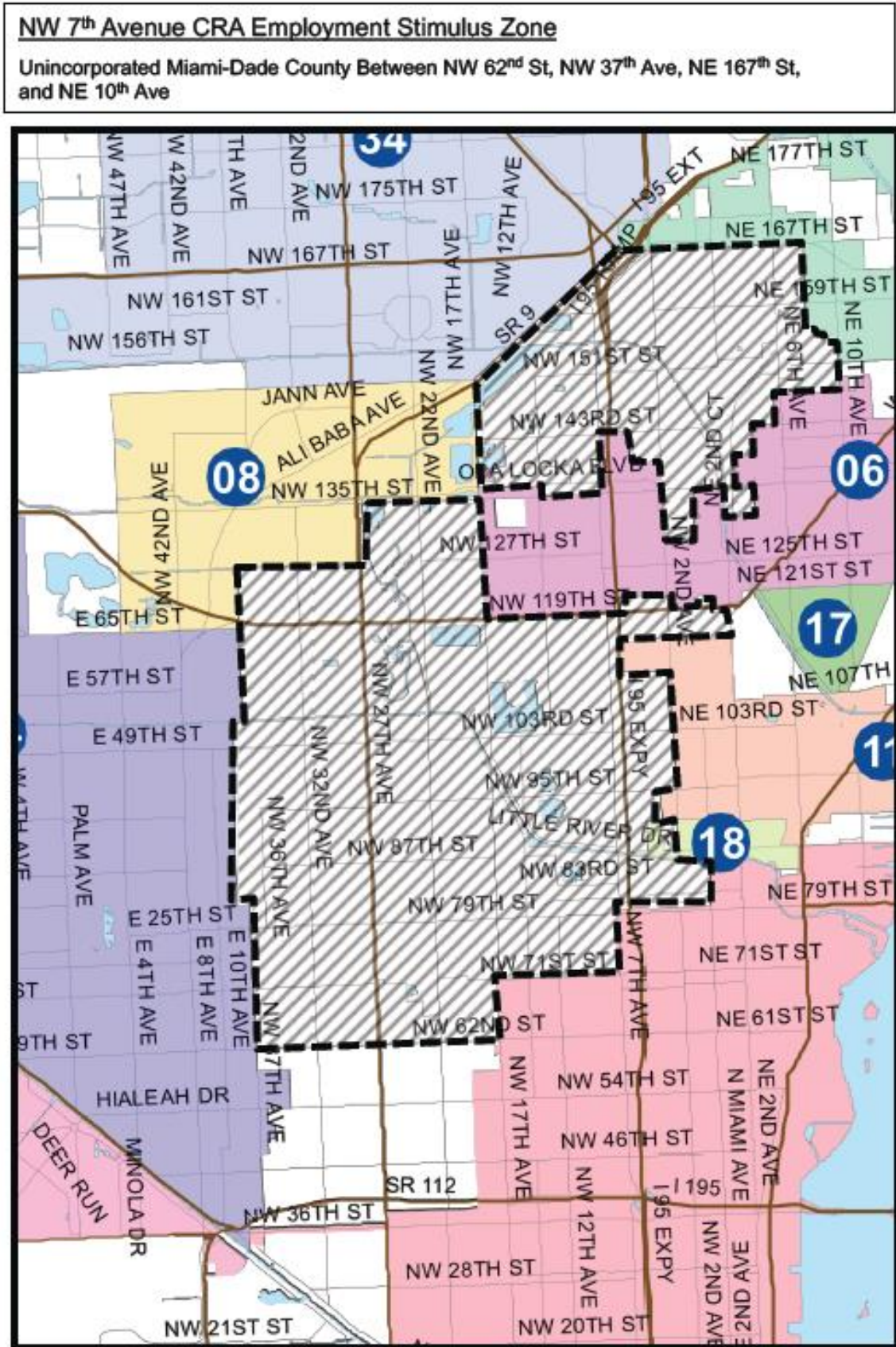
Attachment 4 – Contractor Response to RFP No. 7THAV2018-003

Attachment 5 – RFP No. 7THAV2018-003

### 6.1 APPENDIX A NW 7th AVENUE COMMUNITY REDEVELOPMENT AGENCY MAP



6.2 APPENDIX B



**6.3 APPENDIX C  
AFFIRMATION OF PROPOSER AFFIDAVIT FORM**

*\* If submitting as a Team of separate and distinct companies, one form must be completed and signed for each company*

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

<p><b>1) Ownership Disclosure Affidavit —</b> (Section 2-8.1 of the County Code)</p>	<p><b>2) Domestic Leave and Reporting Affidavit —</b> (Article 8, Section 11A-60 11A-67 of the County Code)</p>
<p><b>3) Employment Disclosure Affidavit —</b> (Section 2.8-1(d)(2) of the County Code)</p>	<p><b>4) Living Wage Affidavit —</b> (Section 2-8.9 of the County Code)</p>
<p><b>5) Miami-Dade Employment Drug-free Workplace Certification —</b> (Section 2-8.1.2(b) of the County Code)</p>	<p><b>6) Antitrust Laws —</b> By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p>
<p><b>7) Miami-Dade Disability and Nondiscrimination Affidavit —</b> (Section 2-8.1.5 of the County Code)</p>	<p><b>8) Environmentally Acceptable Packaging —</b> (Resolution R-738-92)</p>
<p><b>9) Debarment Disclosure Affidavit —</b> (Section 10.38 of the County Code)</p>	<p><b>10) W-9 and 8109 Forms —</b> (as required by the Internal Revenue Service)</p>
<p><b>11) Proposer/Vendor Obligation to County Affidavit —</b> (Section 2-8.1 of the County Code)</p>	<p><b>12) FEIN Number or Social Security Number —</b> In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Proposer Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> <li>• Identification of individual account records</li> <li>• To make payments to individual/Contractor for goods and services provided to the Agency</li> <li>• Tax reporting purposes</li> <li>• To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul>
<p><b>13) Code of Business Ethics Affidavit —</b> (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p>	<p><b>14) Office of the Inspector General —</b> (Section 2-1076 of the County Code)</p>
<p><b>15) Family Leave Affidavit —</b> (Article V of Chapter 11 of the County Code)</p>	<p><b>16) Small Business Enterprises —</b> The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p>
<p><b>17) Subcontractor /Supplier Listing —</b> (Section 2-8.8 of the County Code) <b>Attached, Attachment B</b></p>	<p><b>18) Fair Subcontracting Practices —</b> (Ordinance 97-35) <b>Attached, Attachment C</b></p>

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

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

6.4 APPENDIX D  
SAMPLE AGREEMENT

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

\_\_\_\_\_

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Contractor"), and the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, a body politic and corporate, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency").

WITNESSETH:

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

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

**WHEREAS**, the Agency released a Request for Proposals (**RFP No. 7THAV2018-003**) and the Contractor has offered to provide Economic Developer Coordinator Services that shall conform to the Scope of Services (Attachment 1); the Agency's RFP and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

**ARTICLE 1. DEFINITIONS**

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work Services (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 7THAV2018-003, which is attached hereto and incorporated by reference as Attachment 5, and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation and its permitted successors and assigns.
- e) The word "Contractor Budget" shall mean the documents attached hereto as Attachment 2, which details the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Agency's Project Manager; and similarly the words "approve d", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Agency.
- i) The word "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- j) The word "Proposer" means one or more entities that submits a single proposal in response to this RFP. In the event, of two or more entities submitting a single proposal, such entities, if awarded, will be jointly and severally liable under the contract with the Agency.
- k) The word "Scope of Work Services" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions; 2) the Scope of Work Services (Attachment 1); 3) the Agency's RFP (No. 7THAV2018-003) and any associated addenda and attachments thereof, and; 4) the Contractor's Proposal Response (Attachment 4).

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Agency's Project Manager.
- e) The Contractor acknowledges that the Agency shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Agency. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Agency with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective \_\_\_\_\_, 2018 and terminate on \_\_\_\_\_, 2019. The Agency reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**a) To the Agency:**

To the Contract Manager:

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Jorge M. Fernandez, Jr.  
Phone: (305) 375-5143 Fax:(305) 375-1569



E-mail: [jjorge@miamidade.gov](mailto:jjorge@miamidade.gov)

**With copies to:**

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
 c/o Miami-Dade County  
 111 NW 1<sup>st</sup> Street, Suite 2210  
 Miami, Florida 33128  
 Attention: Chimene Y. Graham  
 Phone: (305) 375-5143 Fax:(305) 375-1569  
 E-mail: [cgraham@miamidade.gov](mailto:cgraham@miamidade.gov)

County Attorney's Office  
 111 NW 1<sup>st</sup> Street, Suite 2810  
 Miami, Florida 33128  
 Attention: Terrence A. Smith  
 Assistant County Attorney  
 Phone: (305) 375-1322  
 Fax (305) 375-5634  
 E-mail: [asmith@miamidade.gov](mailto:asmith@miamidade.gov)

**b) To the Contractor:**

Attention:  
 Address:  
 Telephone:  
 Fax:  
 E-mail:

Attention:  
 Address:  
 Telephone:  
 Fax:  
 E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor shall provide the services described in the Scope of Services (Attachment 1) and the Contractor's Budget (Attachment 2), which are hereby incorporated as part of this Agreement. Information included in Attachments 1 and 2 of this Agreement will be based upon the Contractor's response to a corresponding RFP No. 7THAV2018-003.

The Agency reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to the Agency's established requirements and limitations.

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of \_\_\_\_\_ dollars and 00/100 (\$ \_\_\_\_\_) (Contract Price).

Notwithstanding the foregoing Contract Price, the parties acknowledge that the Agency will encumber \$ \_\_\_\_\_ of FY 2017-2018 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2017-2018 budget. The Agency shall have no

obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

All Services undertaken by the Contractor before Agency's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The Agency shall not be liable for any such expenses that have not been approved in advance, in writing, by the Agency. Additionally, All collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the Agency.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Agency at any time during the Contract term, including any renewal or extension thereof.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Agency periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 2 (Contractor Budget and Rate Schedule). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Agency, shall show the Agency's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of the Agency that payment for all purchases by the Contractor shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Agency shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the Agency, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Agency, not later than sixty (60) days after the date on which the proper invoice was received by the Agency.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Agency as follows: N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Jorge M. Fernandez, Jr. or Chimene Y. Graham

The Agency may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Agency and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Agency or its

officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.

The Contractor shall pay all claims and losses in connection therewith shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents and instrumentalities as herein provided.

The Agency shall indemnify and hold harmless the Contractor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Contractor 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 negligent performance of this Agreement by the Agency or its employees, agents, servants, partners principals or subcontractors. The Agency shall pay all claims and losses in connection therewith and shall pay all costs, judgments, and attorney's fees which may issue thereon. Notwithstanding the foregoing, the parties hereto acknowledge that the Agency is a self-insured and that the Agency's indemnification obligations in this Article 10 shall be subject to the provisions of Section 768.28, Fla. Stat., whereby the Agency shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of \$300,000.

The Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Contractor or its officers, employees, agents and instrumentalities as herein provided.

Upon Agency's notification, the Contractor shall furnish to the Agency, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- b) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.  
The Agency must be shown as an additional insured with respect to this coverage. The mailing address of N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, 111 N.W. 1st Street, Suite 2200, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
- c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Agency.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written**

**advance notice to the Agency.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Agency.

If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Agency.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Agency. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Agency at a minimum of thirty (30) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Agency shall suspend the Contract until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, terminate this contract.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Agency in accordance with the terms and conditions of this Agreement. The Agency shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Agency, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Agency and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Agency, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Agency. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Agency, should the Agency make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner. Contractor agrees that the services under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by professional organizations of similar applications.
- e) The Contractor shall at all times cooperate with the Agency and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement so as to insure that the services required are performed in an efficient, timely and economical manner.

- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Agency. The Contractor shall supply competent employees. Miami-Dade Agency may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency property is not in the best interest of the Agency. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Agency. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Agency shall be that of an independent contractor and not as employees and agents of the Agency.

The Contractor is providing economic development and coordination services in an advisory basis, and does not have the authority to manage the employees, funds or budgets of the Agency. The Contractor does not have the power or authority to bind the Agency in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE AGENCY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the Agency's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order, unless the Contractor and Project Manager disagree as to such order and initiate a dispute in accordance with Article 14.c. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the Project Manager and Contractor shall submit their claim to non-binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, notwithstanding.

The demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be non-binding.

- e) Should the Parties fail to resolve a dispute after exhausting the provisions of Article. 14 d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

**ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Agency may, at its expense, elect to participate in the defense if the Agency should so choose. Furthermore, the Agency may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

The Agency, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Agency. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade Agency Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Agency in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Agency.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Agency the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Agency may require. The Agency will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Agency.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Agency, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Agency that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Agency that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Agency shall have the right to withdraw its consent to a subcontract if it appears to the Agency that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Agency's and Agency's proprietary and confidential information. Contractor shall furnish to the Agency copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Agency in the event the Agency finds the Contractor in breach of this Contract, permitting the Agency to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Agency to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Agency to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Agency were provided to the Contractor for evaluation purposes only.

However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Agency makes no representations or guarantees; and the Agency shall not be responsible for the accuracy of the assumptions presented; and the Agency shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor.

The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- b) The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years in accordance with the Agency debarment procedures. The Contractor may be subject to debarment for failure to perform.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Agency exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Agency:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the Agency's materials and property;
  - iii. cancel orders;
  - iv. assign to the Agency and deliver to any location designated by the Agency any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the Agency under this Agreement; and
- f) In the event that the Agency exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Agency where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
  - viii. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Article 31 of this Agreement.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.



**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Contractor to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all direct damages resulting from the default, including but not limited to:

- a) lost revenues to the extent the Contractor would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Agency for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Agency's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Agency and defend any action brought against the Agency with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Agency hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Agency's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Agency, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the Agency whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Agency may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Agency's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Agency holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Agency, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Agency, unless required by law. In addition to the foregoing, all Agency employee information and Agency financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Agency. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Agency, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Agency in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Agency shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Agency, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Agency all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Agency. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade Agency is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Agency's possession may constitute or contain information or materials which the Agency has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Agency has developed at its own expense, the disclosure of which could harm the Agency's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Agency's property, any computer programs, data compilations, or other software which the Agency has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Agency (hereinafter "Computer Software").

All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Agency and, if the Computer Software has been leased or purchased by the Agency, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Agency any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Agency's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Agency retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Agency to the Contractor hereunder or furnished by the Contractor to the Agency and/or created by the Contractor for delivery to the Agency, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Agency, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Agency's copyrights or other proprietary rights. Notwithstanding the preceding, the rights, title and interests in all materials, data, documentation and copies thereof developed under this Agreement using knowledge, methods, or technology that are either trade secret, proprietary or owned by the Contractor shall remain with the Contractor.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Agency, hereinafter referred to as "Developed Works" shall become the property of the Agency.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works.

The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Agency, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Agency so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency.

Such license specifically includes, but is not limited to, the right of the Agency to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Agency for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 31. PUBLIC RECORDS DISCLOSURE**

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

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

For purposes of this Article 31, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Article 31 of this Agreement, the Agency shall avail itself of the remedies *set forth in Article 26 of this Agreement*.

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

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

**ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST**

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

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

- b) Conflict of Interest: Section 2-11.1(d) of Miami-Dade Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. Additionally, in accordance with Section 112.311, Florida Statutes, no Agency commissioner or the Agency's commissioners immediate family shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

### **ARTICLE 33. INSPECTOR GENERAL REVIEWS**

#### **a) Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so.

Upon written notice from the Agency, the Contractor shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the Agency by the Contractor or any third party.

**b) Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Agency contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Agency contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, Agency staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County, Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual orientation, gender expression, gender identity, status as a victim of domestic violence, dating violence or stalking, 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 Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 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 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Agency or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 35. NON-DISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, sexual orientation, gender expression, gender identity, status as a victim of domestic violence, dating violence or stalking, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Agency to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**ARTICLE 36. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Agency, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Agency with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Agency's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Agency's Project Manager.
- f) Contractor shall thereafter cooperate with the Agency's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the Agency:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Agency, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Agency. Such approval may be withheld if for any reason the Agency believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Agency; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Agency.



**ARTICLE 38. BANKRUPTCY**

The Agency reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Agency, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 39. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 40. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Agency under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor: \_\_\_\_\_

Agency: **N.W. 7th Avenue Community  
Redevelopment Agency (CRA)**

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

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

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Witness: \_\_\_\_\_

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

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

Corporate Seal OR Notary Seal

\_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

**ATTACHMENT 1****SCOPE OF WORK SERVICES****NW 7<sup>TH</sup> AVENUE CRA GRANTS ADMINISTRATOR—2018**

- a) Market the CRA grant program to businesses located within the Redevelopment Area;
- b) Attend all CRA Board meetings, workshops, special meetings and any other meetings or programs which may be scheduled by the CRA; this includes the annual *Uptown Avenue 7 Arts & Culture Festival*. In addition, the Grants Administrator is required to attend all meetings/workshops sponsored by the State, Miami-Dade County or Economic Development Coordinator, which may be relevant to the CRA;
- c) Provide ancillary support for the CRA's annual *Uptown Avenue 7 Arts & Culture Festival* through coordination with the CRA's Economic Development Coordinator and Festival coordinator;
- d) Accept and review grant applications from businesses in the Redevelopment Area for eligibility;
- e) Review grantee applications for completeness and accuracy of information;
- f) Provide monthly written and/or in-person updates to the CRA Board on the status and progress of applications and executed agreements at the CRA meetings;
- g) Present grant applications to the CRA staff for funding consideration with the understanding that the CRA can approve, modify or reject any funding recommendations;
- h) Conduct Grant Orientations for all awarded grantees;
- i) Facilitate County vendor registration and small business training for those businesses which are in need of assistance;
- j) Prepare the grant agreements and, if applicable, the Community Benefits Agreement (CBA), which will be entered into between the CRA and the awarded grantee;
- k) Following the execution of a grant agreement, assist the grantee in preparing payment requests and submitting them to the CRA for disbursement;
- l) Following execution of a CBA, develop reporting instrument, monitor and provide quarterly report to the CRA for all grantees;
- m) Monitor and report on the progress of any rehabilitation work being paid for with CRA grant funds;
- n) Review all payment requests from grantees and, if proper, forward to administrative staff for further processing;
- o) If applicable, act as the CRA's agent in disbursing funds following the approval of a request for payment. The CRA can forward payment to the Grants Administrator on behalf of the grantee for their pick-up or delivery. If needed, the CRA can also deposit such funds into an account designated by the Grants Administrator or CRA and shall provide the Grants Administrator with instructions on how it wants the funds disbursed.
- p) Submit monthly written reports to the CRA which shall include the following: basic business information (name, address, industry); project status (progress); outreach activity (i.e., advertisements); names/numbers of businesses which have received applications; number of applications processed and forwarded for Board consideration; funding requested; amount of funding approved; Board approval date; amount disbursed; remaining grant balance; end date of grant period; and extensions requested.
- q) Conduct quarterly Grant Site Visits of all grantees and provide written/in-person reports to the CRA and coordinate with the Economic Development Coordinator for inclusion of businesses in print/digital/published media and for other business, as applicable.

**ATTACHMENT 2**

**CONTRACTOR BUDGET**

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

**Grant Administration Services** The cost to deliver the Scope of Work Services (Scope) is \$50,000 annually, payable in equal monthly installments of \$4,166.66 over the twelve month fiscal year.

The \_\_\_\_\_ will provide monthly progress reports and invoices detailing all contractual activities and progress towards accomplishment of contracted tasks, as outlined in the approved Scope.

If the CRA requests additional services not specifically listed in the Scope, \_\_\_\_\_ will receive a request for services from the CRA/Agency and prepare a cost estimate to complete said tasks(s).

Activity	Outcome	Cost
A.		
B.		
C.		
D.		
E.		
F.		
G.		
H.		
I.		
J.		
<b>TOTAL</b>		<b>\$</b>

**RATE SCHEDULE — Additional Services (if needed)**

Activity	Outcome	Cost
A.		
B.		
C.		
<b>TOTAL</b>		<b>\$</b>

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**ATTACHMENT 3**

**AFFIDAVITS**

**ATTACHMENT 4**

**CONTRACTOR RESPONSE TO RFP NO. 7THAV2018-003**

**ATTACHMENT 5**  
**RFP NO. 7THAV2018-003**