

**N.W. 7th AVENUE CORRIDOR
COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR PROPOSALS (RFP)
VIDEO SURVEILLANCE AND SECURITY SERVICES**

Proposers will submit one unbound original and seven (7) bound copies of the response to this RFP on or before 5:00 P.M. EDT, on June 9, 2014 to:

**Basil A. Binns, II
Office of Management and Budget
Miami-Dade County
111 N.W. 1st Street Floor,
22nd Floor, Stephen P. Clark Center
Miami, FL 33128
Phone (305) 375-5143
bbinns@miamidade.gov**

Responses received after this date and time will not be considered.



SECTION 1. RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1. Overview

The N.W. 7th Avenue Corridor Community Redevelopment Agency (the “CRA”) is soliciting Proposals from qualified vendors to provide video security and monitored video surveillance services to businesses within the CRA.

The CRA has approved a safety and security program, allocating funds to subsidize a portion of the capital and operating costs of providing real-time monitored video surveillance, and/or other security services in combination, for CRA businesses opting to participate in the program. The selected proposer(s) shall be the CRA’s Preferred Vendor to provide monitored video security and surveillance services to participating businesses within the CRA, with the CRA providing all or a portion of the costs of said services.

The proposer selected to provide these services (the “Preferred Vendor”) will be offered an initial One-Year Contract, which may be renewed, upon favorable agency performance review, for up to two additional one-year increments.

1.2. Background

The CRA was created and its Board of Commissioners appointed by the Miami-Dade Board of County Commissioners (Board), pursuant to Florida Statute Chapter 163, Part III, in 2004, to stimulate and support redevelopment within the NW 7th Avenue corridor. The boundaries of the redevelopment area include both the east and west sides of NW 7th Avenue, from NW 80th street to NW 199th Street, and from 135th street to the Golden Glades Interchange (Redevelopment Area). Notably, the CRA’s borders Interstate 95 on its east edge, one of the most heavily traveled sections of interstate highway in the country. Refer to the attached map of the boundaries of the CRA.

N.W. 7th Avenue has historically been an important commercial corridor in North Miami-Dade. The CRA is home to a diverse mix of 453 primarily small businesses, employing over 2,700 persons, in retail, services, finance and real estate, transportation, and wholesale trade. In addition to the Redevelopment Plan (Plan) approved by the Board pursuant to Resolution No. R-661-12, the CRA’s Board of Commissioners has also developed a new Economic Development Action Plan (Action Plan), which details a 12-point strategic plan to stimulate and support new redevelopment and business expansion along the corridor. Providing security services to its member businesses has been identified as a critical priority within the Action Plan.

1.3. Crime, Security and Safety within the CRA

Crime along NW 7th Avenue, particularly the perception of crime, has become an impediment to business expansion in the CRA, scares away potential customers, and creates real threats and costs for businesses and their employees. As part of the plan process, the CRA has completed its own analysis of crime patterns within the CRA. The primary findings of its security and safety analysis are as follows:

- Crime on N.W. 7th Avenue is lower than in the surrounding neighborhoods. For 2013, over 700 crime incidents were reported along 7th Avenue, or roughly 2 incidents per day average. The Average daily crime rate in the original CRA is twice that of the Extension Area.

- The types of crime committed on N.W. 7th Avenue also differs dramatically from the surrounding neighborhood. North of 135th Street, violent and bodily crimes – represent 27% of crimes, while property crimes represent 73% of crimes committed, and for the original CRA, 17% and 83%, respectively. **Overall, property crimes — Fraud, Vandalism, Burglary, Theft/Larceny, Vehicle Break-In/Theft, Motor Vehicle Theft, and Robbery — represent 80% of all crime on 7th Avenue.** In particular, Theft/Larceny, Vehicle Break-In/Theft, and Motor Vehicle Theft represent 60% of all crime incidents. Burglaries and robberies represent only just over 7% of all crime incidents.
- **Crime incidents do not cluster at small locations within the CRA,** but occur along significant stretches of N.W. 7th Avenue. All crimes, vehicle break-ins and property thefts were heaviest along 7th Avenue between 103rd and 119th Street, and at 158th Street, with further concentration of these crimes reported at the cross streets with interchange access to I-95, as well as through access under I-95 — 103rd Street, 119th Street, and 158th Street.
- **South of 119th Street, crime incidents do not cluster on any single day, or on the weekend.** In fact, the number of crimes of all types (by day of week) are lowest on Sunday, rise slowly and peak on Thursday, and drop again over Friday and Saturday. Given that most crimes are property crimes, and theft crimes involving vehicles, crime patterns parallels the workweek and the population of workers on 7th Avenue. North of 135th Street, number of crimes by time of day shows a similar pattern, with no clear spike other than Friday.
- The number of crimes by time of day both below 119th and above 143rd Streets follows the workday, with two peaks, and a lull at the lunch hour. Crime reports drop to almost zero by 5:00 AM, rise slowly through the morning, peaking at 9:00 AM to 10:00 AM, drop significantly until 2:00 PM, then rise again to mid-morning levels by 4:00 PM to 6:00 PM.
- According to interviews with business owners, criminals have become much more sophisticated in their commission of crimes. Many vehicle crimes are committed quickly, and making arrests can be difficult due to follow-up. ***Crime along the CRA is a work-week phenomenon.*** Criminals are following the pattern of customers and workers arriving to businesses in the CRA, and not waiting for after-hours or for less people on the street. ***Security measures, to be effective, cannot be allocated on limited hours, but must be allocated Monday thru Friday, across the entire workday as well as after hours.***
- The CRA’s Security program must also consider the size of the spatial stretch of properties most heavily impacted. **The heaviest crime rate runs from 103rd Street to 119th Street, and includes 50 parking lots over 25 blocks.**
- The Miami-Dade County Police Department (MDPD) is opening a new police precinct on 7th Avenue at NW 81st Street. However, as MDPD has indicated, their resources are stretched extremely thin. The addition of the Police Precinct will provide additional Police presence on the Avenue, but needs to be augmented to meet the specific crime deterrent needs of the merchants and property owners on N.W. 7th Avenue.

- Visibility and real-time presence are having the most effective deterrent value on 7th Avenue. Surveillance cameras without active monitoring have had mixed results at select locations. Some property owners have bolstered their on-site cameras with on-site security guards with better results.

The CRA considered and compared five (5) potential security solutions for the CRA, including 1) Additional or dedicated Miami-Dade Police Patrols; 2) Off-Duty MDPD Police Officer, 3) Private Security Officer(s), 4. Unmonitored Cameras, and 5) Monitored Camera Systems. The CRA concluded that a Monitored Video Camera security system solution is the most effective and lowest cost solution, given crime patterns on N.W. 7th Avenue.

1.4. Pertinent Documents

Copies of 1) the CRA's Draft Economic Opportunity Assessment, 2) Draft Economic Development Action Plan, and 3) Safety and Security Alternatives Evaluation are available online at: <http://www.miamidade.gov/managementandbudget/approved-cra.asp#0>

SECTION 2. PURPOSE AND INTENT OF THE RFP

2.1. The NW 7th Avenue CRA Safety & Security Program

The CRA has approved a safety and security program, allocating funds to subsidize a portion of the capital and operating costs of providing real-time monitored video surveillance, and/or other security services in combination, for CRA businesses opting to participate in the program.

2.2. Purpose of the RFP

It is the intent of the CRA to designate and then engage, a qualified security services provider to provide video monitoring and/or other security services as the CRA's exclusive and Preferred Vendor. The Preferred Vendor will then enter into contracts to provide security services directly to businesses opting to participate in the CRA safety and security program.

The CRA Safety and Security program will not provide video monitoring on public property, right-of-way, or any public spaces within the CRA. Nor has the CRA approved the use of general video surveillance on public properties or the public domain. Rather, the preferred security vendor will be providing video surveillance, monitoring and security services on private property, with direct service contracts with property owners participating in the program.

The initial contract with the CRA preferred security vendor will be for one year, with two optional (upon a satisfactory performance review by the CRA) one-year renewals.

2.3. Objectives

The objectives of the CRA, by entering into an agreement with structuring a Preferred Vendor for security services, are to:

- Help its member businesses obtain effective, real time security services that help prevent crime, and stop the commission of crimes as or before they occur;
- Reduce overall crime rates and improve criminal apprehension rates within the CRA;
- Obtain benefits including experience, coordination, and economies of scale available through contracting with a single, preferred security vendor, and;

- Improve the image and brand of 7th Avenue as a business, shopping, and entertainment destination.

SECTION 3. SCOPE OF SERVICES

3.1. The minimum services provided by the Preferred Vendor will include:

- To recommend and establish a standard set of specification packages for camera and monitoring equipment to be offered to participating businesses and property owners, including a base price schedule for camera packages to be used by client business participating in the security program. The camera and imaging equipment recommended by the vendor will be suitable for the conditions within the CRA.
- Evaluate the security needs, technology, and design of monitoring equipment for each business participating in the program, and provide an estimate of equipment and annual monitoring costs for each client CRA business applying for the program utilizing the pricing structure agreed upon in the CRA-Vendor contract.
- Either provide monitoring equipment (cameras, etc.) directly, or secure a lowest-cost vendor to provide and install monitoring cameras for participating businesses.
- Provide 24/7 real-time monitoring services for all properties in the security program, with the ability to notify Miami-Dade police of impending crimes on properties monitored by the vendor.
- Retain copies of video records on a secure server for a minimum of 60 days.
- Market and solicit its security services to businesses within the CRA. The CRA will supply contact information for CRA businesses to the security vendor.
- Provide and maintain the equipment and personnel required to provide the minimum services listed above.

Vendors may propose providing any and all additional services, benefits, or particular programs, including guarantees or cash rebates in the case of a crime committed on a property monitored by vendor, as the vendor sees fit.

SECTION 4. PROPOSAL INSTRUCTIONS

Proposers are encouraged to provide a robust, highly competitive service and cost package proposal, as the CRA is seeking to leverage the large number of potential customers within the CRA to get the best quality and value for its member businesses. For a proposal response to be considered complete, it must include the following four items:

4.1. Statement of Company Qualifications, Expertise and Experience

Provide, a statement of why the company is qualified to provide the security services it proposes to client businesses in the CRA. Specifically, detail the following:

- a. The Company's name, state of organization or incorporation, and number of employees.
- b. The Company history – years in the security business, headquarters and additional operating locations.

- c. Experience and services provided by the Vendor, including, for example: security assessments and evaluation, video surveillance and monitoring, on-site security personnel, etc.
- d. The markets, and property types the Vendor services (e.g. retail, mall, industrial, construction sites, etc.). Does or has the Vendor served similar business Development Districts?
- e. The number of current clients — companies and/or properties currently served by Vendor — and their location.
- f. Distinguishing aspects of vendor's record, history and performance, including hours without crime, reduction in crime rates, etc. What distinguishes vendor's performance in the security market?
- g. Specific experience deterring vehicle related crime, including property thefts, vehicle break-ins, and vehicle thefts. Detail what strategies, technologies, ad methods Vendor has used and its results.

4.2. Service package and services prosed by Vendor to the CRA client businesses

The Vendor will be providing services to a range of business types within the CRA. Detail the Company's approach to providing its services that meet the specific conditions on 7th Avenue. The CRA is looking for Vendor to demonstrate its understanding of specific security conditions within the CRA, and the service package it recommends to meet those security needs. Please detail the following:

- a. Provide a brief analysis and assessment of crime conditions and patterns within the CRA. Given the Vendor's experience and evaluation of crime patterns in the CRA, indicate what, if any, additional considerations the CRA may have overlooked or not understood in its safety and security evaluation. Note, a critique or disagreement with the CRA's findings or conclusions WILL NOT be held against the Vendor. Rather, the CRA is looking for Vendors to demonstrate their ability to understand and evaluate conditions within the CRA.
- b. Detail, based on its analysis and understanding, a recommended set of technologies and services to meet the security needs of individual property owners and businesses, and the objectives of the CRA (detailed above). Please detail the scope and extent of services Vendor proposes to provide to CRA member business, including, but not limited to: a) the Vendor's approach to evaluation, b) approach to each new client business joining the CRA security program, c) individual security evaluations, d) the technology, locations, personnel, and service locations for monitoring services, and e) the Vendor's proposed management strategy, indicating how it will interact with, communicate with, and interact on a daily basis with the CRA and its client businesses.
- c. Value-added services, or additional program components provided by the Vendor. For example, does the Vendor provide additional services not considered by the CRA that may be of value to its member businesses?
- d. Indicate whether the Vendor will provide guarantees, rebates, or insurance against incidents occurring on properties it monitors or services as part of its service contracts in the CRA.

4.3. Cost Proposal

Detail a proposed cost structure for providing the services detailed in Section 2, above. The CRA is seeking to establish a unit pricing schedule that will provide the basis for cost estimates for each new business participating in the Security program. Please detail the following:

- a. How will the Vendor deliver equipment to client businesses — sale or lease, and will the Vendor provide and install on-site equipment (cameras, etc.) directly or through third parties?
- b. Provide a preliminary schedule of recommended equipment packages and unit costs for these packages. A single technology package, or multiple packages are both acceptable, as long as suggested prices are included for each.
- c. A cost structure, schedule, or unit pricing for monitoring services. The CRA realizes that each property will be different, however, please indicate a schedule or unit cost for 24/7 monitoring service provided as part of the service package.
- d. Cost saving components, if any. Will the Vendor provide incentives or discounts to CRA businesses based on volume or other considerations?

4.4. References

- a. A minimum of five letters of reference from current or former clients

SECTION 5. EVALUATION AND SELECTION PROCESS

5.1. Proposal Evaluation

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. The Committee will be comprised of appropriate Miami-Dade County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Selection Committee is balanced with regard to both ethnicity and gender. The Evaluation/Selection Committee will evaluate and rank responsive proposals based on the criteria below. The criteria are itemized with their respective weights for a maximum total of One hundred (100) points per each Evaluation/Selection Committee member, for all criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee.

Proposal Evaluation and Selection Criteria	Points
Company Qualifications, Record, and Capacity to Deliver Proposed Security Services to CRA member Businesses:	40
Quality and Extent of the Service Package and Services Proposed by Vendor to CRA Client Businesses:	40
Cost Proposal:	20
TOTAL POTENTIAL POINT SCORE:	100

Upon completion of the criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the CRA. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

5.2. Negotiations

The CRA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The CRA reserves the right to enter into contract negotiations with the recommended Proposer. If the CRA and the recommended Proposer cannot negotiate a successful contract, the CRA may terminate said negotiations and begin negotiations with another recommended Proposer. This process will 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.

5.3. Contract Award

Any negotiated contract, as a result of the RFP, will be submitted to CRA Board for their approval. **All Proposers will be notified in writing when the County staff makes an award recommendation.** 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. The CRA anticipates establishing a Primary vendor and a Secondary vendor. The Primary vendor shall provide the required services. The Secondary vendor shall only be utilized by the CRA should the contract with the Primary be terminated, for any reason.

5.4. RFP Timetable

The anticipated schedule for this RFP and contract award is as follows:

RFP available for distribution:	May 5, 2014
Deadline for receipt of questions:	May 26, 2014
Deadline for receipt of proposals:	June 9, 2014
Evaluation/Selection process ends:	June 20, 2014
Oral presentations, if conducted:	Week of June 23, 2014
Projected Award Date:	July 2014

SECTION 6. GENERAL PROPOSAL INFORMATION AND REQUIREMENTS

6.1. CRA Vendor Selection

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 or cancel at any time this RFP process or re-advertise this RFP, further negotiate project scope and fees; or waive any irregularities in this RFP or in the responses received as a result of this process.

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 the RFP. Proposals taking such exceptions may, in the CRA's sole discretion, be deemed nonresponsive. The CRA reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the CRA deems necessary.

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

6.2. 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 couriers service, including the U.S. mail, or caused by any other occurrence.

6.3. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements 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.

6.4. 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. The Evaluation/Selection Committee will only consider the latest version of the proposal.

6.5. *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 the CRA contact person for this RFP (in accordance with subsection 3.2 of this RFP), prior to the Proposal Due Date or upon the expiration of NINETY (90) calendar days after the opening of proposals.

6.6. *Cone of Silence*

Each Proposer, their agents and/or associates shall refrain from contacting or soliciting, directly or indirectly, any member of the CRA Board members, the CRA's Economic Development Coordinator, or County staff regarding the RFP during the selection process, which process begins on the issue date and terminated following the recommendation of the County staff of the agreement 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 must be made *only* in writing and directed to:

Kevin T. Greiner
2200 Park Central Boulevard North
Suite 100
Pompano Beach, FL 33064
Phone: 305-849-0488
E-mail: kevin.greiner@ibigroup.com

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

6.7. *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:

1. 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;
2. a business that has 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
3. 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 vendor shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - (a) vendor 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

- (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
- (c) 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 5% 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 County under the applicable sections of this Code.

6.8. 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 subconsultants is or has been involved within the last three (3) years.

6.9. CRA Vendor Requirements

To be recommended for award the CRA requires that vendors complete a Miami-Dade County Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form). The Miami-Dade County Vendor Registration Package must be returned to the Basil A. Binns, II at the CRA within fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Vendor Registration Package is not properly completed and returned within the specified time, the CRA may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from the Miami-Dade Internal Services Department's website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, Florida. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.

5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires 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 from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County’s Ethic 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 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 hot line at 305 579-2593.

6.10. 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.

6.11. *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. 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(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by the CRA.

6.12. *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 presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 5.4)**.

6.13. *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 Record 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 nonresponsive.

6.14. 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.

6.15. 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.

6.16. Criminal Conviction

Any individual who has been convicted of a felony during the past ten 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 Miami-Dade County staff assigned to the CRA, for those individuals or firms requesting to disclose this information only.

6.17. Quarterly Reporting When Subcontractors are Utilized

Proposers are advised that when subcontractors or subconsultant 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.

6.18. Required Listing of Subcontractors and Suppliers

In the event the contract entered into pursuant to this RFP involves the expenditure of \$100,000 or more include 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 though the Proposer will 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 PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER 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.

6.19. 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 subcontract;
- 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 subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts 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 (**see attached Fair Subcontracting Practices Form**). 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 Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract 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 "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the CRA.

6.20. Nondiscrimination

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, 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, 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.

6.21. 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.

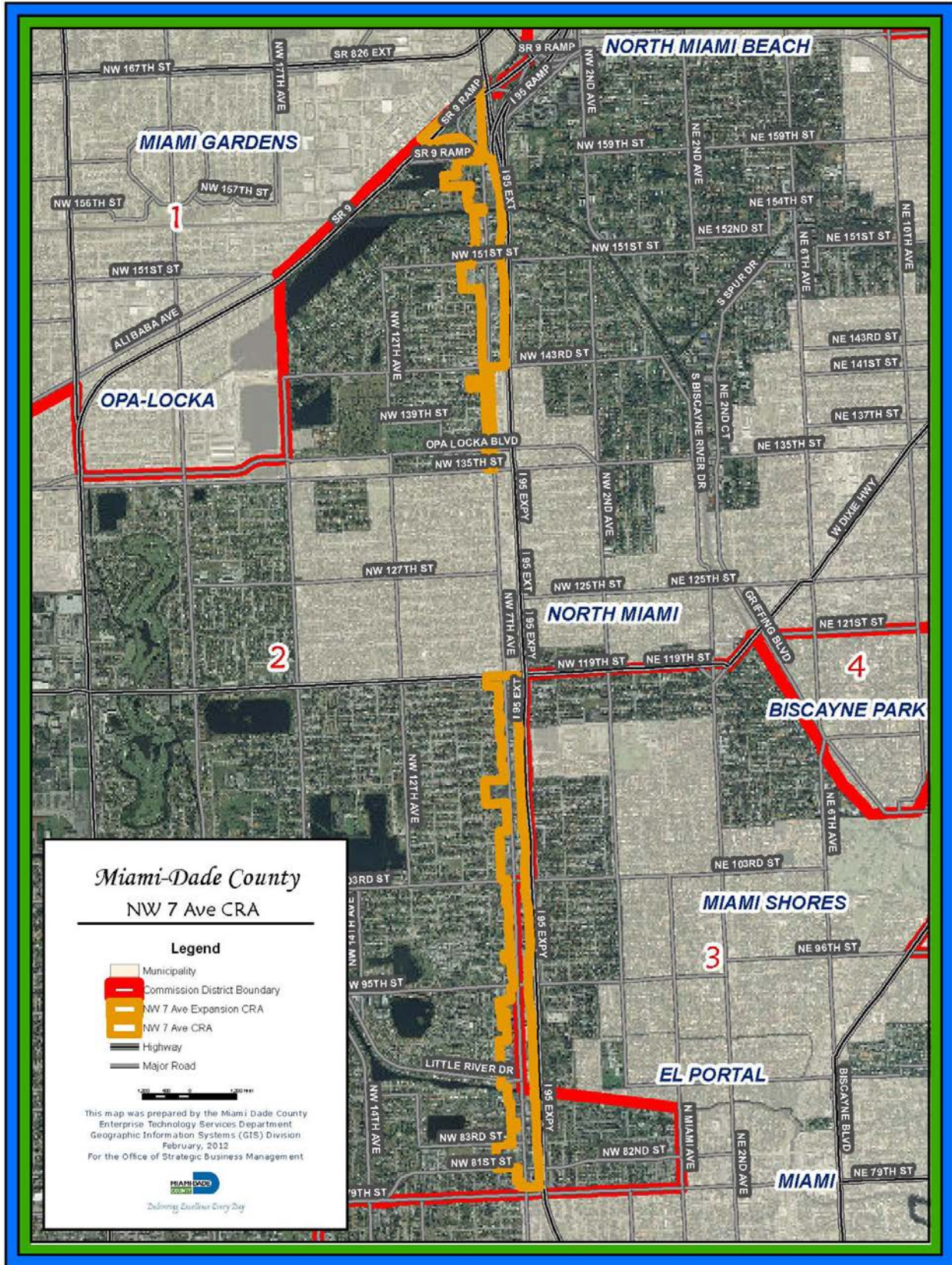
6.22. Bankruptcy

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

6.23. 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.

NW 7th Avenue CRA Map





SUBCONTRACTOR/SUPPLIER LISTING
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	SECTION 7. Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan
Business Name and Address of First Tier Direct Supplier	SECTION 8. Principal Owner	Supplies/Material s/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan

- Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer

Print Name

Print Title

Date



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date