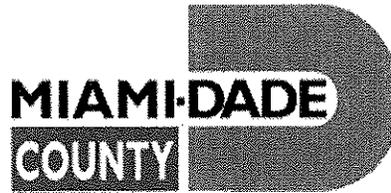


This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00153
FOR
JOINT DEVELOPMENT AT THE BUSWAY STATION AT SW 296TH STREET**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2015 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
for Miami-Dade Transit

COUNTY CONTACT FOR THIS SOLICITATION:

Kristina Guillen, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3248
E-mail: kguille@miamidade.gov

**PROPOSAL RESPONSES DUE:
INSERT DATE AND TIME**

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

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Transit ("MDT") Department and the Internal Services Department ("ISD"), is soliciting proposals from qualified developers for the development, operation and maintenance of approximately ___ square feet of county-owned property adjacent to the South Miami-Dade Busway at SW 296 Street. The property is located in Unincorporated Miami-Dade County, Florida and is offered as-is, where-is, without further contribution from the County.

The County anticipates awarding a contract for a 30 year Lease, with up to two (2) 30 year options to renew for a maximum of 90 years, which may be exercised by the tenant (provided the Tenant is not then in default under the Lease and is current with respect to all leasehold obligations), with the consent of the Landlord, which shall not be unreasonably withheld or delayed. The County also anticipates awarding a Development Agreement to the Selected Proposer for development of the Site.

Any proposed lease resulting from this Solicitation will be submitted to the FTA for approval. If approved by the FTA, the proposed lease will be submitted to the County Mayor or designee for approval and recommendation for award by the Board of County Commissioners.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The words "Date of Award of Agreement" to mean 10 days after the date that the Board of County Commissioners (BCC) approves the Agreement resulting from this Solicitation and its award to the Selected Proposer.
4. The words "Date of Beneficial Occupancy" to mean the date that the Selected Proposer is able to occupy the portion of the project covered under the Agreement resulting from this Solicitation for the purpose for which it was intended.
5. The word "Day" to mean a calendar day.
6. The words "Development Team" to mean the Developer/Lead Developer and its Team Members and any Subcontractors responsible to complete all work to be done in accordance with the Scope of Services and the terms and conditions of this Solicitation.
7. The words "Federal Transit Administration (FTA)" to mean the agency within the United States Department of Transportation (DOT) which administers the federal rules and regulations governing joint development programs and oversees other aspects of property purchased, in whole or in part, with federal funds for transit purposes.
8. The words "General Contractor" to mean the builder of the prime construction contract for the project. The General Contractor shall be licensed in Miami-Dade County and the State of Florida.
9. The words "Final Proposal" to mean the final document or compilation of documents submitted by a Proposer for analysis before the Evaluation/Selection Committee makes its recommendation.
10. The words "Lease Year" to mean each twelve month period starting from the date on which the Ground Lease is effective.
11. The words "Notice to Proceed" (NTP) shall mean a document issued by the County to initiate the start of the lease time and design phase.

12. The words "Project Completion" to mean the completion of construction and securing a Certificate of Occupancy from the entity authorized to issue such certificate.
13. The words "Project Manager" to mean the Miami-Dade County Mayor or the duly authorized representative designated to manage the project.
14. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
15. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
16. The word "Rent" to mean periodic payment made to the County by the Selected Proposer in compensation for the rights conveyed by the Lease resulting from this solicitation.
17. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
18. The words "Selected Proposer" to mean the Proposer selected, in accordance with the provisions of this Request for Proposals, to enter into negotiations with the County.
19. The word "Site" or "Development Site" to mean the real property being offered by the County for development as described in Exhibit A.
20. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
21. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
22. The words "Treasury" to mean the U.S. Department of the Treasury.
23. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County 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; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

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 County 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 County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, 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.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 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.

1.9 Contract Measures

A Selection factor is not applicable to this solicitation.

~~This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Section 2-8.1.1.1.1 of the Code of Miami-Dade County as follows:~~

~~Set-aside:~~

~~This Solicitation is set-aside for SBE's.~~

~~Subcontractor Goal:~~

~~_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality, quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.~~

~~The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.~~

~~(If Selection Factor use Section 4.4 and delete above section.)~~

1.10 Compliance With Laws, Ordinances and Regulations

The Selected Proposer shall comply with all laws, ordinances and regulations applicable to the development contemplated herein, including, but not limited to, the following:

- A. Section 2-11.1(d) of Miami-Dade County 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 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.
- B. The Federal Transit Administration (FTA) Master Agreement, updated annually, relating to conflicts of interest, debarment and suspension;
- C. 49 CFR 26.7 binding the Selected Proposer or transferee not to discriminate based on race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking."
- D. 49 CFR 27.7, 27.9(b) and 37 binding the Selected Proposer or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed.
- E. Prohibition Against Liens. The Selected Proposer is prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all Subcontractor contracts.

Additionally, compliance is required with all FTA requirements regarding joint development located on property purchased, in whole or in part, with federal funding.

1.11 Bid Security and Performance and Payment Bond

A. Bid Security

The Proposer must submit a bid security in the amount of \$50,000 **as part of its Proposal submission**. A **copy** of the bid security must accompany the Proposal submitted electronically through the Bidsync proposal submission system. The bid security (original document) must be received by the Miami-Dade County Clerk of the Board, at 111 NW 1st Street, 17th Floor, Suite 202, Miami, Florida 33128-1983, within 48 hours of the bid due date. Bid securities not received within 48 hours by the Clerk shall render the proposal non-responsive. Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida. Bid securities will be returned after the lease is executed, unless returned earlier, at the County's discretion.

B. Performance and Payment Bond and Insurance Certificates

The Selected Proposer shall execute and deliver to the County, or cause to have executed and delivered to the County, prior to commencement of construction, a Performance and Payment Bond in the amount of the total cost of construction to take place on County owned property, prepared on applicable form(s) acceptable to the County.

1.12 Assurance of Completion

- A. Pursuant to Chapter 255.05 of the Florida Statutes, the Selected Proposer and all its subcontractors shall furnish an assurance of completion prior to the issuance of the Notice to Proceed. The Selected Proposer shall require each of its subcontractors to ensure that such assurance covers both the Selected Proposer and the County. This assurance may be:

- (i) A performance and payment bond in a penal sum of 100 percent of the construction to take place on County owned property; or, as may be required or permitted by state law;
 - (ii) Separate performance and payment bonds, each for 50 percent or more of the cost of the construction to take place on County owned property;
 - (iii) A 20 percent cash escrow; or
 - (iv) A 25 percent irrevocable standby letter of credit issued by a Florida chartered bank or national bank operating in Florida may be acceptable in lieu of the payment and performance bond based on industry standards and the Selected Proposer's organizational capacity, track record, and experience.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution of the date of the Ground Lease.
- D. Failure by the Selected Proposer and its subcontractors to obtain the required assurance of completion within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall render the Proposer ineligible for award. The County may retain the ineligible Proposer's Proposal Guaranty/Bid Bond.
- E. Execute and deliver to the County Certificates and Policies of Insurance prior to commencing any operations, which indicate the Selected Proposer has insurance coverage in the type, amount, and classifications as identified in Article II of Section 5.

1.13 Site Visits and Inspections

The area may be visually inspected by potential proposers during operating hours. Additionally, a site visit will take place as part of the Pre-Proposal Conference. All other inspections or information regarding the Site may be arranged by contacting the Contracting Officer whose name and contact information is shown on the front cover of this solicitation.

1.14 Miami-Dade Transit Facilities

MDT facilities are critical to the operation of the transit system and the manner in which the Site is developed, used and operated are matters of critical importance to the County. MDT operations must be maintained throughout the development process. Any alteration, relocation, or replacement of MDT facilities, either temporary or permanent, is subject to review and approval of the Miami-Dade Transit Rail Change Review Board and may be undertaken only with the express written consent of MDT and at the Selected Proposer's sole cost.

2.0 SCOPE OF SERVICES

2.1 Introduction

Miami-Dade County is seeking proposals from experienced developers with a proven track record of undertaking and successfully completing commercial, residential and/or mixed-use developments. Previous experience in successfully completing developments will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal and negotiate and execute the resulting agreement(s). The County will only negotiate and subsequently award an agreement under this RFP to the legal entity that submits the proposal.

Proposals should offer development of the property to the highest and best economic and transit-related use permitted by existing market conditions. The development must include functional and aesthetic integration of the South Miami-Dade Busway Station, located at SW 296 Street, into the overall development.

2.2 Project Objectives

The objectives of the County in offering the property described in Exhibit A are the following:

- A. To provide a long term source of income for the County.
- B. To achieve the highest and best use of the property within the shortest time feasible.
- C. To focus density around the SW 296 Street Busway Station and promote increased patronage of the Busway.
- D. To achieve functional and aesthetic integration of the SW 296 Street Busway Station into the overall development with direct access links between the station and the development.

2.3 The Development Site

The Development Site is located in Unincorporated Miami-Dade County adjacent to the SW 296 Street Busway Station. (See Development Site, Exhibit A.) The Development Site includes the following parcels of property:

- Parcel A - folio number 30-7908-005-0030 - vacant property located between US 1 and the Busway, immediately south of SW 296 Street, containing approximately 31,000 square feet of property
- Parcel B - folio number 30-7908-005-0040 - vacant property located between US 1 and the Busway, immediately southwest of Parcel A, containing approximately 2.58 acres of property.
- Parcel C – folio number 30-7905-000-0321. The property being offered for development contains approximately 91,500 square feet of property. The property is occupied by a 9,000 square foot building. The building on southwest portion of the parcel of property is to be demolished by the selected Developer.
- Parcel D – folio number 30-7905-000-0482 – paved property located between US 1 and the Busway, immediately northwest of Parcel C, containing approximately 4,600 square feet of property

2.4 Ground Lease

The Development Site will be leased to the selected Developer under a long-term Ground Lease with an initial 30 year term and with up to two 30-year options to renew for up to a total maximum term of 90 years, which may be exercised by the tenant (provided the Tenant is not then in default under the Lease and is current with respect to all leasehold obligations), with the consent of the Landlord, which shall not be unreasonably withheld or delayed.

The County reserves the right to determine the form of the agreement and to include standard County clauses and requirements including, but not limited to, indemnification, insurance, bonding requirements and compliance with state, local and federal regulations. A sample Ground Lease is included as Attachment 1.

The property is being offered for development on an "as is" basis. The Proposer is solely responsible for completing a comprehensive due diligence process regarding development of the Development Site. After award of the Lease the County reserves the right to decline to accept changes in the Lease or agree to concessions to the Selected Proposer due to factors which should have been discovered through a reasonable due diligence process.

Fee simple title ownership of the Development Site shall remain in the name of the County.

2.5 Development Site Construction

The construction phase of the Project shall be completed in accordance with the applicable rules, regulations, ordinances and standards required by Miami-Dade County and any other applicable regulatory agency. The Selected Proposer shall obtain certified, experienced and reputable architectural and engineering services, and construction services including a general contractor, project manager and subcontractors. Applicable governmental regulations may include, but are not limited to:

- A. All applicable Occupational, Health and Safety Administration (OSHA) regulations.
- B. All applicable County construction regulations.
- C. Florida Statutes Section 255.05 (Bond of contractor constructing public buildings).
- D. Florida Statutes Section 255.20 (Local bids and contracts for public construction works).
- E. Florida Statutes Section 287.055 (Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services).
- F. All applicable federal, state and local regulations, rules and guidelines.

No construction will commence on the Development Site until the Selected Proposer has obtained all appropriate approvals and permits from all appropriate jurisdictions. Building permits are issued by Miami-Dade County.

The Selected Proposer shall mitigate and/or remediate any negative impact to transit operations and/or facilities prior to commencing any work that may have such impact. A mitigation and/or remediation plan may be required by MDT and MDT may require amendments to the plan as the project progresses. The plan and any amendments or changes to the plan must be approved by MDT, in writing, prior to commencing any work that may impact transit operations.

2.6 Development Costs

All development costs shall be the responsibility of the Selected Proposer. The Selected Proposer will be required to obtain all necessary permits and pay all required permit fees and shall be responsible for all expenses incurred in connection with the proposed development including, but not limited to, environmental assessments and remediation, if applicable, surveying, platting, application fees, etc. All off-site public improvements and/or infrastructure required for development of the Development Site (streets, street widening, street lights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Selected Proposer. Extension, relocation and/or upgrading of utilities or connection of new utilities, if necessary, will be the sole responsibility of the Selected Proposer. All development fees imposed in connection with the development by any municipality, the County or any other agency of appropriate jurisdiction will be the sole responsibility of the Selected Proposer.

The building located on the parcel of property located immediately northeast of SW 296 Street (Parcel C) must be demolished by selected Developer. All costs incurred in connection with demolishing the building will be the responsibility of the selected Developer.

2.7 Financing

The Selected Proposer shall secure all necessary financing, as well as, any and all licenses and permits required prior to and after construction. The Selected Proposer shall acquire a term sheet and a letter of intent (or a commitment letter) from a lender indicating its willingness to lend an amount necessary for construction financing of the Project or other documents indicating that the Selected Proposer has sufficient financing to complete the development.

Should the Selected Proposer fail, for any reason, to secure adequate financing for development as described in the proposal submitted in response to this RFP, the County retains the right to terminate the Ground Lease.

2.8 Environmental Issues

The County will provide the selected Developer with environmental studies as of the date of Project award. If necessary, the Selected Developer shall prepare any required additional environmental reviews, pursuant to the requirements of the Miami-Dade Department of Environmental Resource Management (DERM), or any other applicable regulatory agency as they pertain to the Site. The County will assist in the preparation and review of these assessments according to its obligations as Landlord under the planned Ground Lease and Development Agreement. However, the Selected Developer shall be solely and fully responsible for providing any and all information and paying the cost of any and all studies and analyses required for completion of these assessments. The Selected Developer shall be solely responsible for any further environmental remediation of the Site, if required. The County does not make or offer any representation or warranty, whatsoever, regarding the condition of the Site or its sustainability for the uses contemplated by this Solicitation.

2.9 Selected Proposer's Responsibilities

After award of lease, the Selected Proposer shall be responsible for the following:

- A. At its sole cost and expense, applying for, obtaining and maintaining any and all permits, licenses and approvals, necessary prior to and after construction.
- B. All costs associated with the alteration, relocation, or replacement of MDT facilities, either temporary or permanent, and with any measures required to maintain transit operations during development shall be at the sole cost of the Selected Proposer.
- C. Submission of plan(s) to mitigate any disruption to transit operations and/or impacts to transit facilities. The plan(s) must be approved in writing by MDT prior to commencement of any work that may impact transit operations and/or transit facilities. Any damage or impacts to transit systems and/or facilities resulting from activities undertaken or authorized by the Selected Proposer must be immediately remediated at the Selected Proposer's sole expense.
- D. Re-platting of the Development Site, if required.
- E. Any additional environmental review, soil testing, and/or remediation on the Site. This shall be done at the sole expense of the Selected Proposer.
- F. Payment of any and all taxes associated with the development of the Site, and all recording fees and taxes associated with filing a lease memorandum and Project financing.
- G. Payment of any other taxes, including, but not limited to ad valorem real estate taxes, that may be associated with the Project and/or the Site.
- H. Submission of status reports to the County regarding the Project development on a quarterly basis, or more frequently, if required by the County.
- I. Commencement and completion of the construction of the Project in a timely manner.
- J. Prior to construction, the Selected Proposer's designated Project Manager, its contractors and/or subcontractors, as determined appropriate in the sole discretion of MDT, will be required to meet with MDT staff to provide relevant information and to coordinate construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by MDT.
- K. If required by the County the Selected Proposer shall participate in community outreach activities.

2.10 Property Taxes

It is the responsibility of the Selected Proposer to determine any and all tax consequences which may arise due to placing the development on County-owned land. The County makes no representations or warranties as to the availability of any exemption or tax benefit, or to the Selected Proposer's ability to receive any such exemption or benefit.

2.11 FTA and FDOT Requirements and Approvals

This Solicitation is for the joint development of property purchased, in part, with funds provided by the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT). Accordingly, all agreements resulting from this Solicitation must comply with all FTA requirements for joint development. (Information related to FTA regulations regarding joint development (Circ. 5070.1) is attached as Exhibit , Federal Transit Administration Guidance on Joint Development.) Additionally, any award and agreement subsequent to this Solicitation will be subject to approval from the FTA and FDOT. Such approvals are required prior to submission for consideration by the Board of County Commissioners.

2.12 Approach to Site Development

The Proposer shall include in its approach to development of the Site the following:

- A. Submission of an analysis of the economic impacts of the proposed development to include the following information:
- Estimated annual ad valorem taxes directly generated by the development for the County, the City of Miami and Miami-Dade County Public Schools,
 - Estimated impact fees.
 - Proposed improvements to area infrastructure,
 - Estimated permit fees,
 - Number of jobs to be generated during construction,
 - Number of permanent jobs created by development,
 - Estimated increase in Metrorail ridership.
- B. Submission of a project schedule/plan delineating steps to complete development of the Site. The project schedule/plan must be approved by the County.
- C. Design which best meets the highest and best economic and transit-related use permitted by existing market conditions.
- D. Layout which maximizes use of the Development Site
- E. Aesthetic integration of the Busway Station into the overall development. Miami-Dade County is encouraging the development of landscaped spaces at transit facilities that will provide a pleasant setting for passengers that provide connectivity to the Busway bicycle/pedestrian pathway. Information on this initiative is contained in the Miami-Dade County Open Space Master Plan which is available on-line at <http://www.miamidade.gov/parksmasterplan/home.asp>. Additionally, the County has developed Urban Design Manuals available on-line at <http://www.miamidade.gov/business/reports-countywide-studies.asp>. Proposers are encouraged to propose designs in keeping with these guides.
- G. Construction that meets all applicable regulatory requirements.
- H. Monitoring, mitigation and remediation of negative impacts to transit operations and/or transit facilities during and after construction.
- I. An analysis of the Development Site to include, at minimum, the following information.
- Determination of the most appropriate market driven use of the Development Site,
 - Analysis of economic and demographic conditions,
 - Most effective phasing of development, if any,
 - Potential regulatory and/or legal challenges and methods of dealing with such challenges,
 - Identification of geographic constraints and methods of dealing with such constraints.

2.13 Payment Schedule

The Selected Proposer shall pay to the County Annual Initial Rent, Guaranteed Annual Rent and Participation Rent. The payments shall be provided as follows:

A. Annual Initial Rent

Upon the Date of Award of Agreement through the issuance of the Certificate of Occupancy for the demised premises, the selected Proposer shall pay the County Annual Initial Rent.

B. Guaranteed Annual Rent and Participation Rent

From the date of the issuance of the Certificate of Occupancy to the termination date of the Lease Agreement, the Selected Proposer shall pay the County Guaranteed Annual Rent and Participation Rent, as described below in accordance with the terms of the resulting Lease Agreement.

At the end of the fifth Lease Year during which Guaranteed Annual Rent is due to the County and every five Lease Years thereafter, except for those years wherein the renewal terms of the Lease are exercised, a new Guaranteed Annual Rent is to be effective beginning in the following Lease Year and will be calculated as follows:

The current Minimum Annual Guaranteed Rent shall be subject to an adjustment in accordance with an agreed upon index, such as the Consumer Price Index, which reflects the increase in value of the property rights offered by this Solicitation over the previous five years. The adjustment in Guaranteed Annual Rent may not, in any event, result in a decrease in the current amount of Minimum Annual Guaranteed Rent. Any increase in Minimum Annual Guaranteed Rent shall be based upon an average increase in the index calculated over a period of 90 days prior to the end of the current five year term. The average of such five year adjustment may not exceed three percent (3%) per year or fifteen percent (15%) for any five year period. Participation Rent shall be a percentage of Gross Revenue generated by the Development in accordance with the terms of the resulting agreement. Gross Revenue shall be defined as all monies generated and/or derived and received, directly or indirectly, by the Selected Proposer as a result of this any agreement and/or lease awarded as a result of this Solicitation. Gross Revenue shall include, but not be limited to,

- (a) All monies received for the occupancy of space within the Improvements or any portion of the Demised Premises (including any parking space),
- (b) any monies realized in lieu of rents pursuant to claims asserted under any business interruption insurance, rental insurance proceeds, or excess property insurance as described in Article 16 of the Sample Lease Agreement,
- (c) All monies received as a result of granting certain rights to a third party such as the granting of easements and/or the right to install and/or use equipment in or on any part of the Demised Premises and/or Improvements, including, but not limited to, advertising, directional signage and antennae,
- (d) All monies received by the Selected Proposer for the purpose of providing amenities, insurance coverage, security services, maintenance of common areas, equipment and facilities and replacement, betterments and/or additions to Improvements, equipment and facilities located on the Development Site and all monies received by the Selected Proposer in the form of reimbursements for such services, amenities, fees received by the Selected Proposer on behalf of its sub lessees, space lessees, subtenants or any other entity.

2.14 Project Schedule

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 County 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 reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation, including but not limited to, compliance with FTA requirements. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
A. Proposer's approach to development of the Development Site including <ul style="list-style-type: none"> • Innovation, creativity • Compatibility of the proposed development with MDT facilities. • Plan to mitigate any impacts of the project on MDT operations and/or facilities • Market/financial viability of the proposed development. • Project schedule 	275
B. Proposer's financial strength and capability to secure financing.	250
C. Development Team's, including the Proposer's, relevant experience, qualifications, and past performance in completing successful commercial developments.	200
<u>Price Criteria</u>	<u>Points</u>
D. Rent as described in Section 2.13 of this Solicitation, and any other additional quantifiable financial benefits to the County such as replacement and/or upgrading of landscaping.	275

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

Disabled Veteran's Preference is not applicable in this solicitation due to FTA requirements.

4.6 Price Evaluation

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

4.7 Local Preference

Local Preference is not applicable in this solicitation due to FTA requirements.

4.8 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

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

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

- 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 is or has been involved within the last three years.

4.9 Contract Award

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

4.10 Rights of Protest

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

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Art In Public Places Requirement

In compliance with the Art in Public Places program (APP), the Developer shall set aside and transfer to APP a minimum contribution of 1.5% of the total costs of design and construction of the development for the commissioning of a work(s) of art. The Developer is encouraged to contact the Miami-Dade Department of Cultural Affairs to learn more about the potential opportunities and benefits of an early collaboration in achieving program compliance. Refer to Exhibit G for a Guide to Art in Public Places and APP Contact Information. Design of the proposed use of APP funds in providing innovative amenities for the plaza development shall be included in the Proposer's proposal, and will be evaluated as part of the proposal evaluation criteria.

The project shall be subject to the provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), which provisions are incorporated herein by reference. The Basic Services to be provided by the selected Proposer shall extend to include Art in Public Places ("APP") as more particularly described below:

In performance of the Services, the successful Proposer shall be responsible for all coordination related to the implementation of the Art in Public Places program at the Project and coordination, by definition, shall include the selected Proposer and designate representatives, as appropriate, from the Architectural and Engineering teams, other consultants and the Contractor to facilitate the design and construction of the Art Scope in regards to the construction project. The selected Proposer shall confer with the APP Representative in order to develop a concept for art appropriate to the Project and the Site. The Director of the Department of Cultural Affairs shall approve the final concept and location of the Art. The APP Trust shall make final determination of the artist or artists (the "Artist," collectively) upon recommendation of the APP Professional Advisory Committee ("PAC"). The selected Proposer is expected to attend all meetings related to the implementation of the APP Program including, but not limited to:

- 1) APP orientation meeting(s) with staff to discuss and determine the scope of the APP program as related to the Project; and
- 2) PAC meetings, including one during the Artist pre-selection phase and one during the Artist Proposal Review and recommendation phase.

APP Program Intent: APP is committed to the collaboration of the Artist with the selected Proposer for the Project, other County authorities overseeing the management of the Project (where applicable), and the end-user (where applicable); all as required to fulfill its obligations under the APP Master Plan & Implementation Guidelines to promote the successful integration of the artwork and the Site. Collaborative efforts shall, by definition, include the Artist as a member of the Design Team and the continuous and proactive involvement of the selected Proposer and his designees, the Artist, and APP staff during all phases of the Project development, all as required to ensuring that the requisites of form and function, with respect to both the building architecture and Art, are satisfied and do not conflict with one another. APP staff will be involved in all aspects of administering the Art selection and the implementation process and will make themselves available to render assistance to the selected Proposer as may be required to facilitate the integration of Art in the Project and Site, including but not limited to providing expert advice on matters intrinsic to the public art processes.

Coordination of APP Construction Documents Development: In consultation with APP and the Artist, the selected Proposer shall make all the necessary provisions and coordinate the development and/or incorporation of the Art Scope of Work ("Art Scope"), including any architectural/engineering details and/or specifications into the Building Contract Documents for the Project, irrespective of whether developed by the selected Proposer or provided by the Artist own forces. The selected Proposer shall coordinate and/or develop the design of elements necessary for the Art Scope such as anchorage, electrical, and plumbing systems, or other utility installations and/or connections that represent ancillary elements to the Art, in a manner consistent with the APP Intent.

Prior to the construction contract award, the selected Proposer shall provide technical support, including but not limited to assisting the Artist in the development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Base Building Construction package. The selected Proposer shall itemize and assign building construction unit costs for work that is mutually agreed among Selected Proposer, County Project Manager, Artist, and APP to be consequential to the Art. The estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "descoping" to the building architecture due to assimilation within the Art Scope ("Building Credit"). The unit cost estimates

described above may be used by APP to negotiate with the County Project Manager any reimbursement due to either the Project from the Art Fund or to the Art Fund from the Project as an aggregate to the APP 1.5% contribution.

APP Construction Coordination: The selected Proposer shall coordinate the review and comment (as may be applicable) of shop drawings developed by the Trade Contractors that incorporate elements intrinsic to the Art, and any shop drawings or engineering documents developed by the Artist for compliance with the Building Construction Documents. The selected Proposer shall assist the Artist in securing building permits as applicable to implementation of the Art (Artist to pay for all costs associated with permitting of the Art Scope). The County Project Manager shall provide input on recommended construction procedures/approach and shall coordinate the installation of the Art with the Artist during the construction and shall assist the Artist and APP in the resolution of issues pertaining to construction coordination for the Art. The selected Proposer shall periodically monitor the progress of construction and inspect, along with the Artist and APP Representative, work by the Artist own forces and Project Trade Contractors for compliance with the Contract Documents.

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package
Exhibit A - Development Site
Exhibit B - Federal Transit Administration Policy on Transit Joint Development
Attachment 1 - Sample Lease
Attachment 2 – Sample Development Agreement