

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

**New contract**  
  **OTR**  
  **CO**  
  **SS**  
  **BW**  
  **Emergency**  
 Previous Contract/Project No.

**Re-Bid**  
  **Other**

LIVING WAGE APPLIES: \_\_YES X\_NO

Requisition/Project No: RFP No. 00153

TERM OF CONTRACT: 30 years with 2/30-year options-to-renew

Requisition/Project Title: Joint Development at the Busway Station at SW 296<sup>th</sup> Street

Description: Commercial, Residential or Mixed Use Development on three parcels of land at the Busway Station at SW 296th Street  
 User Department(s): Transit

Issuing Department: ISD/PMS   Contact Person: Kristina Guillen   Phone: 305-375-3248

Estimated Cost: Revenue Producing   Funding Source: N/A   REVENUE GENERATING: Yes

**ANALYSIS**

Commodity/Service No: <u>918-89, 92561, 96164, 57863</u>		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
<div style="border: 1px solid black; padding: 5px; text-align: center;">                 Contract/Project History of Previous Purchases For Previous Three (3) Years                  Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History             </div>			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

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Signed: *Kristina Guillen*

Date to SBD: October 10, 2014

Date Returned to DPM: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) No.  
FOR  
Joint Development at the Busway Station at SW 296<sup>th</sup> Street**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

, 2014 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

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

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title:  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4259  
E-mail: \_\_\_\_\_@miamidade.gov

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

, 2014 at 2:00 PM (local time)  
at

CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery 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).

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

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department, Division of Procurement Management website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit 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 the Internal Services Department (ISD) and Miami-Dade Transit (MDT), is soliciting proposals from interested "**Developers**" for the joint development of a site adjacent to the South Miami-Dade Busway at SW 296 Street. The property is located in Unincorporated Miami-Dade County, Florida.

The County anticipates awarding 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.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	2014
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 Internal Services Department ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	2014
Proposal due date:	See front cover for date, time and place.
Evaluation process:	2014
Projected award date:	2014

**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.

- ✓ A. The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
- ✓ B. The words "**County Property**" to mean property that is owned by Miami-Dade County.
- ✓ C. The words "**Date of Award of Agreement**" to mean the date that the Board of County Commissioners (BCC) approves the Agreement resulting from this Solicitation and its award to the Selected Proposer.
- ✓ D. 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.
- ✓ E. The word "**Day**" to mean a calendar day.
- ✓ F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. The words "**Lease Year**" to mean each twelve month period starting from the date on which the Ground Lease is effective.
- K. The words "**Notice to Occupy the Development Site**" to mean authorization to start construction and transfer responsibility for the Development Site to the Selected Proposer.
- L. 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.
- M. The words "**Project Completion**" to mean the completion of construction and securing a Certificate of Occupancy from the entity authorized to issue such certificate.
- N. The words "**Project Manager**" to mean the Miami-Dade County Mayor or the duly authorized representative designated to manage the project.
- O. The word "**Proposal(s)**" to mean documents submitted in response to this RFP, including, if applicable, a Final Proposal.
- P. The words "**Proposer**", "**Developer**", "**Lead Developer**" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
- Q. The word "**Rent**" to mean periodic payments made to the County by the Selected Proposer in compensation for the rights conveyed by the Lease resulting from this solicitation.
- R. The words "**Scope of Services**" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- S. 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.
- T. The word "**Solicitation**" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
- U. The word "**Site**" or "**Development Site**" to mean the property being offered by the County for development as described in Exhibit A.
- V. 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.

- W. The term "**Subcontract**" means an agreement between a Proposer and a Subcontractor to perform a portion of contract between the Selected Proposer and the County.
- X. The words "**Treasury**" to mean the U.S. Department of the Treasury.
- Y. The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean all matters and things that will be required to be done by the Selected Proposer 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.

The property is being offered for lease on an "as-is" basis. The Site information provided is not intended to be all-inclusive nor a warranty of any type by the County and is not intended to take the place of a due diligence investigation by a Proposer. A proposal shall be the Proposer's firm commitment, after completing a comprehensive due diligence process, to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal.

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.

Proposals shall be irrevocable until lease 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:~~

- A. potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the Mayor, Mayor's staff, County Commissioners or their respective staffs;
- B. the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the Mayor and the Mayor's staff; or
- C. 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:

- A. 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;
- B. 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
- C. 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](mailto:CLERKBCC@MIAMIDADE.GOV).

#### **1.5 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 (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**1.6 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 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.

**1.7 Addenda**

The County reserves the right to issue addenda to this RFP which may amend, clarify or supplement information provided in this RFP. Proposers will be required to acknowledge in writing the receipt of all addenda.

**1.8 Acceptance of Terms and Conditions**

By submitting a Proposal, a Proposer is deemed to have agreed to and accepted all terms and conditions set forth in this RFP and all addenda issued prior to the Proposal due date.

**1.9 Collusion**

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. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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.

**1.8 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, national origin or sex;
- 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.

**1.9 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 1<sup>st</sup> Street, 17<sup>th</sup> 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. Return of the bid security submitted by the Selected Proposer is conditioned upon the Selected Proposer submitting the specified performance and payment bond within the ten (10) days following notice of award. Failure or refusal of the Selected Proposer to submit a satisfactory performance and payment bond within the time stated will result in the forfeiture of the bid security. 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, within 10 business days after award and prior to issuance of a Notice-to-Proceed, 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, and included with the Ground Lease to be executed as a result of this solicitation.

1.10 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.

**1.11 Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the Internal Services website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

The Selected Proposer shall be a registered vendor with the County for the duration of any agreement executed as a result of this solicitation. In becoming a Registered Vendor with Miami-Dade County, the Selected Proposer shall confirm its knowledge of and commitment to comply with the following:

- A. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
- B. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8-1(d)(2) of the County Code)
- C. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
- D. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
- E. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
- F. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
- G. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(l) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
- H. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
- I. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
- J. **Miami-Dade County Domestic Leave and Reporting Affidavit**
- K. **Subcontracting Practices**  
(Ordinance 97-35)
- L. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
- M. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- N. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

**1.12 Site Visits and Inspections**

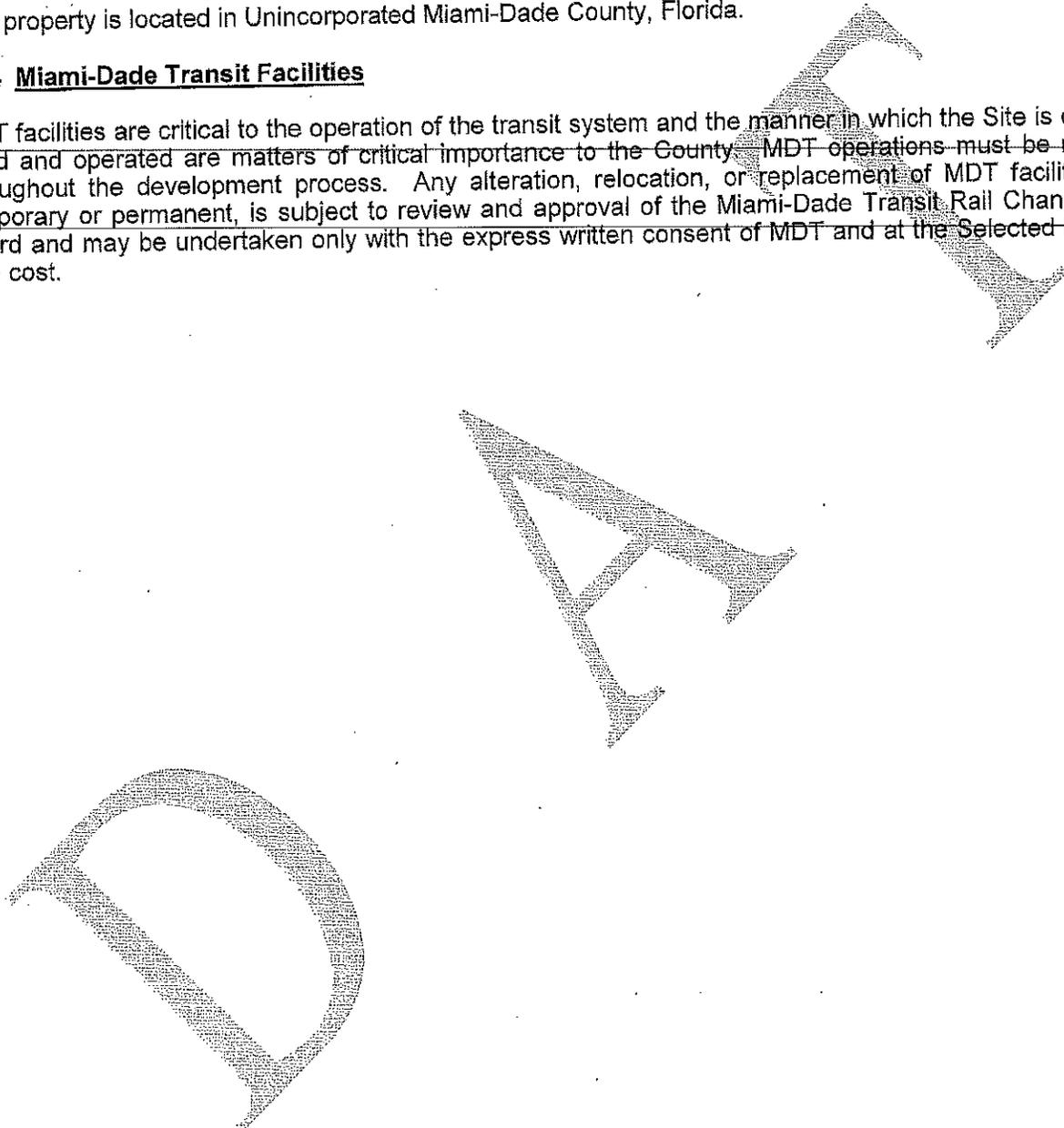
The area may be visually inspected by potential proposers during operating hours. Additionally, a site visit will take place as part of the Pre-Proposal Conference. All other inspections or information regarding the Site may be arranged by contacting the Contracting Officer whose name and contact information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

**1.13 Development Jurisdiction**

The property is located in Unincorporated Miami-Dade County, Florida.

**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 - southwestern portion of folio number 30-7905-000-0321. The property being offered for development contains approximately 30,000 square feet of property. The property is occupied by a 9,000 square foot building. The transit park and ride lot and driveway into the lot at the northeast end of the property is not included in this solicitation. The building on southwest portion of the parcel of property may be incorporated into the proposed development or may be demolished at the option of the selected Developer.

### 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.

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. Chapter 33C of the Miami-Dade County Code (Exhibit B) which includes requirements for development within the Rapid Transit Zone and contains the development standards specific to developments in the Rapid Transit Zone located within the City of Miami (Section 33C-8).
- G. 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) may be incorporated into the proposed development or may be demolished at the option of the selected Developer. All costs incurred in connection with renovating or 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**

Because the Site is County-owned property, it is not currently subject to real estate taxes. However, 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 continued 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 is attached as Exhibit C.) Additionally, award of any agreement subsequent to this RFP will be subject to approval from the FTA and Florida Department of Transportation (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. A market 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 Rent Payments to the County**

Upon, or prior to, issuance of the Notice to Proceed and through the termination date of the Agreement, the Selected Proposer shall pay Rent to the County in accordance with the terms of the resulting Lease. Rent will be based upon the appraised fair market rental value which shall be determined by appraisal(s) performed by independent appraiser(s) selected by the County. If a Lease for a phased development is negotiated, a separate amount of rent will be negotiated for each phase, the aggregate of which shall not be less than the proposed Rent. Proposers may propose a lower rent for the first three Lease Years. Rent proposed for the fourth Lease Year must be based upon the appraised fair market value of the Development Site. Beginning on the fifth anniversary of the commencement of the Lease and every Lease Year thereafter until adjusted for market conditions, the Rent proposed to be paid in the fourth Lease Year will be subject to an annual adjustment based upon the Consumer's Price Index (CPI) published by the Department of Labor for the following categories: Ft. Lauderdale/Miami Area, All Urban Consumers, All Items.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

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.

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**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. Reasonable efforts will be made 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 and Financial Criteria</u>	<u>Points</u>
A. 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
B. Proposer's approach to development of the Development Site including <ul style="list-style-type: none"> <li>• Innovation, creativity</li> <li>• Compatibility of the proposed development with MDT facilities.</li> <li>• Plan to mitigate any impacts of the project on MDT operations and/or facilities</li> <li>• Market/financial viability of the proposed development.</li> <li>• Project schedule</li> </ul>	275
C. Proposer's financial strength and capability to secure financing.	250
D. Development Team's, including the Proposer's, relevant experience, qualifications, and past performance in completing successful commercial developments.	200

**4.3 Oral Presentations**

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee 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 **Form A-2** 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.

**4.4 Selection Factor**

Selection factor is not applicable to this solicitation.

**4.5 Price Evaluation**

The payment proposal schedule 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 lease as may be in the best interest of the County.

#### **4.6 Local Certified Service-Disabled Veteran's Business Enterprise Preference**

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

#### **4.7 Local Preference**

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

#### **4.8 Negotiations**

The County may award a lease 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 Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request Best and Final Offers (BAFO's).

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a lease, 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 lease acceptable to the County has been negotiated 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 be required to submit to the County the following:

- A. A completed Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)
- B. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- C. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

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. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The lease 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 lease 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 ATTACHMENTS**

Exhibit A - Development Site

Exhibit B - Federal Transit Administration Policy on Transit Joint Development

Proposal Submission Package

Attachment 1 - Sample Ground Lease

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