

DEPARTMENT INPUT
CONSTRUCTION CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Check applicable Ordinance(s): 90-143 Responsible Wage and Benefits 03-237 (formerly 03-1) Community Workforce Program

PROJECT INFORMATION See attachment

Contract/Project/*Work Order No.: S-947

*Reference corresponding project number when submitting a work order

Contract/Project Title: FURNISH AND INSTALL 24-INCH SANITARY FORCE MAIN ALONG NW 170 ST FROM NW 97 AVE. TO NW 75 PLACE

Description/Scope of Work: See Attached

Estimated Cost: 6436293 **Funding Source:** General funds

Location of Project (street address or beginning and ending points) i.e. 12345 NE 23rd Ct or Starts at 135 St. ends at 145 St.
ALONG N.W. 170 ST. FROM N.W. 97 AVE. TO N.W. 75 PLACE. The Project is located in Sections 8, 9, 10, 11, 14, 15, 16 & 17, Township 52S, Range 40E, City of Hialeah, Town of Miami Lakes, Miami-Dade County, Florida

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CWP) See attachment

Engineer/Department or Agency's estimated required workforce for Project Work Order :

Trade/Skills Required	Est. # of workforce required per trade	Est. # of total days to complete job
N/A		
N/A		
N/A		

Comments:..

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CSBE) See attachment

Sub-Trade	Est. Cost	% of Item to Base Bid	Availability
SBE-Cons	\$1,019,185	15.83%	
SBE-G&S	\$257,452	4.0%	
	\$	%	

RECOMMENDATION

Set-Aside: Level 1 Level 2 Level 3 Trade Set-Aside Sub-Contractor Goal Workforce Goal No Measure

Basis for Recommendation: The project is has limited availability for SBE participation, as construction involves three(3) types of specialized pipeline installation methods, including a Horizontal Direction Drill under NW 170 ST & 87 AVE., a Microtunnel under Interstate I-75 and an Aerial Canal Crossing over the C-1 Canal the majority of the cost is for expensive material in the electrical substations.

Date submitted to DBD: 01/17/2020

Contact Person: Isaac Smith

Telephone No.: 786-552-8989



**REQUEST FOR PROPOSALS (RFP) No. 01458
FOR
DEVELOPMENT OF DOLPHIN STATION PROPERTY**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Department of Transportation and Public Works

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Brian Webster, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2676
E-mail: brian.webster@miamidade.gov

PROPOSALS DUE:

On the date and at the time specified in BidSync. Check BidSync for potential updates.

IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

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.

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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 Internal Services Department (ISD) and Miami-Dade Department of Transportation and Public Works (DTPW), is soliciting proposals from experienced developers with a proven track record of successfully completing profitable, large-scale, multi-component, mixed-use developments for the joint development of approximately 33.924 acres of County-owned vacant, undeveloped property adjacent to the Dolphin Station (“Vacant Property”) and, optionally, the approximately 10 acres of property on which the Dolphin Station is located and/or the air space over the station (“Station Property”) for Transit Oriented Development (collectively “the Property”). The Property is located on the northwest corner of NW 14th Street and NW 118th Place which sits at the northwest quadrant of the Florida Turnpike and the Dolphin Expressway (SR 836). (See Exhibit A.) Joint development is the term applied to development by private parties of County-owned property under a ground lease in a manner that is mutually beneficial to both the public and private party.

The County anticipates awarding a contract for ninety (90) years, with **TBD**, **TBD**-year options to renew. Renewals shall be automatic provided the Developer has remained in compliance with the provisions of the Development Agreement and Lease(s) and an adjustment in rent to reflect changes in the market value of the Development Site is determined and agreed to by the parties.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TBD , 2019
Pre-Proposal Conference:	Not scheduled for this solicitation
Deadline for Receipt of Questions:	See BidSync for the scheduled date and time
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	TBD
Projected Award Date:	TBD

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 words “Dolphin Station” to mean the transit terminal and park and ride facility including all existing and proposed improvements located immediately west of the Florida Turnpike and north of NW 12th Street.
- B. The word “Closing” to mean the execution and delivery of a Lease for the Project, or Phase of the Project, if applicable, in accordance with the provisions of the Development Agreement, at which time the Lease shall become effective and the Developer shall take possession of the property to be developed or the applicable portion of the property (Phase).
- C. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- D. The word Developer to mean the entity selected by the County for award of a Development Agreement.
- E. The word “Development Agreement” to mean the agreement between the Developer and the County resulting from this Solicitation which contains the general terms, conditions, obligations and phasing, if applicable, under which the property is to be developed.
- F. The words “Development Site” to mean the property which a Proposer proposes to develop which must include all of the Vacant Property and may, at the option of the Proposer, include the Station Property or a portion thereof.
- G. The words “Dolphin Station” to mean the transit terminal and park and ride facility including all existing and proposed improvements located immediately west of the Florida Turnpike and north of NW 12th Street.
- H. The term “Highest and Best Use” to mean the reasonably probable and legal use of vacant land or improved property that is physically possible, appropriately supported and financially feasible and that results in the highest value.

- I. The word “Lease(s)” to mean the agreement(s) under which the County-owned property will be leased to the Developer for development under a ground lease(s) which becomes effective upon the Developer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.
- J. The word “must” when used in this Solicitation is intended to always convey a mandate and/or a requirement.
- K. The words “must not” when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
- L. The word “Phase” or “Phased Development” to mean the division of the Project into separate and distinct portions, or Phases under separate Leases for purposes of development, financing, construction, operation and ownership of improvements.
- M. The word “Project” to mean the overall development of the property to be developed, including all Phases if applicable, as contemplated by the response of the Developer to this Solicitation.
- N. The word “Property” to mean the real property being offered for development by this Solicitation as described in Exhibits A and Exhibit B and which includes the Vacant Property and the Station Property.
- O. The word “Proposal” to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation as amended or modified through negotiations.
- P. The word “Proposer” to mean the person, firm, entity, organization, joint venture or consortium submitting a proposal in response to this Solicitation, as stated on the Proposal Submittal Form.
- Q. The words “Scope of Services” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Developer.
- R. The word “shall” when used in this Solicitation is intended to always convey a mandate and/or a requirement.
- S. The words “shall not” when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
- T. The word “Solicitation” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
- U. The words “Station Property” to mean the property on which the Dolphin Station is located and/or the air rights over the station which is being offered for development by this Solicitation as an option as set forth in Exhibit “B”.
- V. The word “Subcontractor” or “Contractor” to mean any person, firm, entity or organization, other than the employees of the Developer, who contracts with the Developer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Developer.
- W. The words “Transit Oriented Development” to mean high density, mixed-use, economically successful communities near public transportation facilities to enhance connectivity for area residents and businesses.
- X. The words “Vacant Property” to mean the approximately 33.024 acres of vacant, undeveloped property adjacent to the Dolphin Station that is being offered for development by this Solicitation as set forth in Exhibit “A”.
- Y. The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Developer in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

- A. The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; 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 proposals 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 Proposer regarding Proposer’s responsibility after the submission deadline as the County deems reasonable and/or necessary.
- B. The Proposer’s proposal will be considered a good faith commitment and material inducement by the Proposer to negotiate a Development Agreement and Lease(s) 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 Development Agreement substantially in accordance with the terms herein. By submitting its Proposal, Proposer

acknowledges and agrees that County would not negotiate and enter into any Development Agreement but for the covenants and representations contained in the Proposal and County will not obtain the benefits contemplated in any Development Agreement and/or Lease resulting from this Solicitation if there is any misrepresentation, material deviation or breach of any term of the Proposal. Proposer proposal shall be irrevocable until award of a Development Agreement 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 and time, or upon the expiration of 180 calendar days after the opening of proposals whichever occurs first.

- C. A draft form of Development Agreement and a draft form of Lease are included as Attachment C and D. Certain provisions of those agreements may be negotiated and amended. However, the County reserves the right to determine the final form of the Development Agreement and Lease(s) resulting from this Solicitation and to include non-negotiable standard County provisions and requirements. The portions which are **not** negotiable are noted in the attached draft Development Agreement and draft Lease.
- D. As further detailed in the Proposal Submittal Form, 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."
- E. 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.
- F. To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Proposal Guarantee

The Proposer must submit a Proposal Guarantee in the amount of \$25,000 as part of its Proposal submission. The Solicitation number must be referenced on the Proposal Guarantee. A **copy** of the proposal guarantee must accompany the Proposal submitted electronically through the BidSync proposal submission system. The Proposal Guarantee (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 Proposal response due date on the cover. Proposal Guarantees not received within 48 hours by the Clerk may render the Proposal non-responsive. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to Miami-Dade County. Proposal Guarantees will be returned after a Development Agreement is executed, unless returned earlier, at the County's discretion.

1.5 Aspirational Policy Regarding Diversity

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

1.6 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, 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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement 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 and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; 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 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 is 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 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.

1.7 Communication with Competitive Selection Committee Members

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

1.8 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 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.

1.10 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, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers 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 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.

1.11 Community Business Enterprise Program

In accordance with the County's Ordinance No. 12-05, which amended Sections 2-10.4.01 and 10-33.02 of the County Code, this Solicitation, and therefore the development Project, is subject to the requirements of both the Small Business Enterprise Program-Architectural & Engineering (SBE-A&E) and the Small Business Enterprise Program-Construction (SBE-Construction). As a result, for purposes of selecting and/or hiring any architectural, landscape architectural, engineering, surveying and mapping professional Services, for purposes of design and/or construction, as well as any construction services, the Developer shall submit or cause to be submitted design packages as well as construction packages, for any and all such work, to the County's Small Business Development Division of the Services Department ("SBD") prior to the Developer's advertisement for such services, for review and determination of appropriate small business program measures, and the application of same. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned County Code. All privately funded construction with a total value over \$200,000 must comply with Sections 10-33.02 and 2-10.4.01 of the Code of Miami Dade County (the "Code"), which govern the County's Small Business Enterprise-Construction ("SBE-Construction") and Small Business Enterprise-Architectural & Engineering ("SBE-A&E") programs. The Developer shall submit or cause to be submitted the Design and Construction Packages, to the Small Business Development Division of Internal Services Department ("SBD/ISD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned Code.

1.12 Non-Discrimination

- A. During the performance of the Development Agreement and/or Lease(s) resulting from this Solicitation, the Proposer agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- B. By entering into any Development Agreement resulting from this Solicitation, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by

the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render any Development Agreement and/or Lease(s) resulting from this Solicitation void. The Development Agreement and/or Lease(s) resulting from this Solicitation shall be void if the Proposer submits a false affidavit pursuant to this Resolution or the Proposer violates the Act or the Resolution during the term of any Development Agreement and/or Lease(s) resulting from this Solicitation, even if the Proposer was not in violation at the time it submitted its affidavit.

1.13 County Facilities and Operations

County facilities and operations are of critical importance to the County. All operations must be maintained at all times. Any alteration, relocation or replacement of County facilities or activities that may impact such facilities and/or operations, either temporary or permanent, may be undertaken only with the express written consent of the County and must be in compliance with the requirements set forth in the Miami-Dade Transit Construction Safety Manual (Exhibit F) or its replacement, as applicable, including the requirement to obtain Contractor identification badges.

1.14 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 at:
<http://www.miamidade.gov/procurement/vendor-registration.asp>.

The recommended Proposer shall affirm that all information submitted with its completed Vendor Registration Package is current, complete and accurate at the time it submitted a response to this Solicitation by completing an Affirmation Affidavit form as requested by the County.

2.0 Scope of Services

2.1 Background

- A. Miami-Dade County is seeking proposals from experienced developers with a proven track record of undertaking and successfully completing profitable, large-scale, multi-component, mixed-use developments for the Transit Oriented Development of County-owned property consisting of approximately 33.924 acres of vacant, undeveloped property adjacent to the Dolphin Station (Vacant Property) and, optionally, the approximately 10 acres of property on which the Dolphin Station is located and/or the air space over the station (Station Property). The Property is located on the northwest corner of NW 14th Street and NW 118th Place which sits at the northwest quadrant of the Florida Turnpike and the Dolphin Expressway (SR 836).
- B. Proposals submitted in response to this Solicitation must include a master plan for the Transit Oriented Development of the entire Vacant Property and, as an option, the Station Property, or a portion thereof. The proposed development must incorporate Transit Oriented Development concepts, take maximum advantage of its proximity to the Dolphin Station and provide functional integration and convenient connection into of the Dolphin Station facilities and the proposed development. Additionally, if the development includes any or all of the Station Property, the facilities provided by the station, including parking spaces and the bus terminal, must be retained but may, with the consent of the County, be reconfigured with like-kind improvements or better.
- C. The County anticipates awarding a Development Agreement for the right and obligation to develop the entire Vacant Property and, optionally, all or a part of the Station Property that does not otherwise conflict with the future construction and operation of the SMART Plan. An initial concept of the incorporation of the SMART Plan within the Property is attached hereto as Exhibit I. The Development Agreement will allow, but not require, the property proposed for development (the Development Site) to be divided into separate development components or Phases for purposes of development. (See definition of Phase in Section 1.3.) The Development Agreement will provide for long-term ground lease(s) [Lease(s)] to become effective, on a Phase by Phase basis if applicable, when requirements to begin construction have been met. It is anticipated that the Lease(s) will have a total maximum term of 90 years but will contain periodic renewal terms, the length of which will be based upon the scope of the development proposed and will be established during the negotiation process. Renewal terms shall be automatic provided the Developer has remained in compliance with the provisions of the Development Agreement and Lease(s) resulting from this Solicitation and an adjustment in rent to reflect changes in the market value of the Development Site is determined and agreed to by the parties.
- D. The proposed master plan must describe the Proposer's concept for development and include all of the Vacant Property and may, as an option, include all or a part of the Station Property. It is anticipated, though not required, that the master plan will include the division of the Development Site to be developed into separate and distinct development components (Phases) each of which can be developed and operated independently from the other Phases. In dividing the Development Site into Phases, Proposers must include all of the Vacant Property being offered for development by this Solicitation and may include all or a portion of the Station Property. If a phased development is proposed, no portion of the Development Site shall remain outside of the boundaries of a Phase. Shared easements may be platted/recorded but must be contained within a Phase. Additionally, each Phase must, on a stand-alone basis, comply with all laws and ordinances zoning requirements and be commercially and economically viable.
- E. The term Phase is not meant to require development of the Phases in any particular sequence and Phases may be developed concurrently. Additionally, although the entire Development Site will be included under one Development Agreement, if a phased approach is proposed, it is anticipated that each Phase will be developed, constructed, financed and operated under a separate Lease. Also, it is contemplated that under any Development Agreement resulting from this Solicitation that the Developer may remain liable under the provisions of such Agreement until Leases become effective for all Phases.
- F. A major objective of this Solicitation is to provide for the multi-component, mixed-use development of the entire Development Site to its highest and best use as expeditiously as is feasible under prevailing market conditions and

to incorporate elements that will serve to transform the Development Site into a major Transit Oriented Development on the East-West Corridor of the Strategic Miami Area Rapid Transit (SMART) Plan. (See Exhibit "C".) This corridor is currently being studied as party of the SMART Plan for future implementation of Bus Rapid Transit ("BRT") service on exclusive lanes and/or eventual implementation of Heavy Rail Transit ("HRT") and/or Commuter Rail Transit ("CRT") with future components of the SMART Plan to be constructed on the Station and/or Vacant Property. Consequently, it is anticipated that the proposed mixed-use development will include some affordable residential component(s) including workforce and elderly housing and housing for active and retired military personnel and include features and elements that serve to complement, harmonize and benefit residential development. Additionally, proposers are strongly encouraged, in coordination with the County, to not propose development which will conflict with the Smart Plan and include and/or allow for transit related amenities or elements within the development which will promote the use of public transit services and/or serve to increase the efficiency of public transit which may include and incorporate elements of the SMART Plan, but not be limited to, the following amenities or elements:

1. Functional and convenient incorporation and connection of the proposed development components to the existing and proposed services and facilities provided by the Dolphin Station;
 2. Bus bays with shelters located at convenient locations for bus stops within the development and bus layover zones available for use by bus service operated by the County, municipalities of other public or private agencies;
 3. Bicycle lockers;
 4. Ramps providing direct access to SR 836 (Dolphin Expressway) and the Florida Turnpike into and out of the development which can be shared by transit vehicles and development residents and patrons as well as flyover ramps connecting SR 836 with the Florida Turnpike; and
 5. Provision of a convenient method of accessing existing and future development on the east side of the Florida Turnpike including the Dolphin Mall.
 6. Incorporation of a Rapid Transit Station for BRT, SRT, HRT and/or similar modality.
 7. Bicycle and Pedestrian connection between Dolphin Station, the Development Site, and Turnpike Trail (SMART Trails Master Plan Route A)
- G. Landholding is specifically discouraged and proposals with aggressive project development schedules and which propose to quickly develop the entire Development Site are strongly encouraged. The proposed project schedule will be a major factor in the evaluation of proposals. While the County desires proposed project schedules that anticipate commencement of construction within one (1) year, proposers are also cautioned to propose realistic project schedules as the Development Agreement and Lease(s) resulting from this Solicitation will contain significant penalties for failing to complete the development within the proposed schedule. If high density development of the entire Development Site in one single phase development is not feasible under prevailing market conditions, proposals which contemplate some types of interim development which generate revenue may be considered for some portion of the site. However, in such case, it is suggested that proposers propose to develop a significant portion of the Development Site to its highest and best use in the first project Phase and complete the remaining Phases on a reasonably aggressive schedule.
- H. The term Development Agreement shall be used throughout this Solicitation to describe the agreement which contains the terms, conditions, obligations and phasing, if applicable, under which development rights to the property proposed to be developed will be granted to the Developer.
- I. The term Lease(s) shall be used throughout this Solicitation to describe the agreement(s) under which the County-owned property will be leased to the successful proposer for development under a ground lease(s) which becomes effective upon the successful proposer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.

2.2 Project Objectives

Proposer's approach to development of the Development Site and incorporation of elements that will result in the proposed development meeting the project objectives outlined in Section 5, including the following elements:

- 1) Development of the entire Development Site to its highest and best economic use through a comprehensive, cohesive Transit Oriented, mixed-use development plan.
- 2) Development which demonstrates excellence, creativity and innovation in architectural design and layout design and a layout which maximizes the use of the entire Development Site.
- 3) Development that complies with applicable regulations.
- 4) Development which provides positive economic impacts to the community.
- 5) Incorporation of uses which complement and harmonize with existing and planned development in the surrounding area.
- 6) Inclusion of components that will serve to transform the Site into an attractive destination and concentrate density around the Dolphin Metrorail Station.
- 7) Concentration of density around the Dolphin Metrorail Station and increased patronage of the Miami-Dade transit system.
- 8) Inclusion of components that take maximum advantage of the proximity and convenient accessibility of the Development Site to the Dolphin Metrorail Station and which provides a functional and aesthetic physical connection between the development and the Dolphin Metrorail Station.
- 9) Incorporation of resource efficient features that would allow eventual LEED certification.
- 11) Development of the entire Vacant Property and, optionally the Station Property, to its highest and best use through a comprehensive, cohesive, mixed-use, multi-component Transit Oriented master development plan.
- 12) Development which demonstrates excellence, creativity and innovation in architectural design and layout design and a layout which maximizes the use of the entire Development Site.
- 13) Development that complies with all applicable regulations.
- 14) Development which provides positive economic impacts to the community.
- 15) Development of the Site which complements and is compatible with existing and planned development in the surrounding area.
- 16) Inclusion of components that will serve to transform the Development Site into an exciting and vibrant destination attractive to businesses, community residents, visitors and transit patrons.
- 17) Concentration of density around the Dolphin Metrorail Station and increased patronage of the Miami-Dade transit system.
- 18) Development that takes maximum advantage of the proximity and convenient accessibility of the Site to the Dolphin Station and is functionally and aesthetically integrated into the Station with a direct physical connection between the development and the Station.
- 19) Development which incorporates resource efficient features.
- 20) Development with demonstrable market/financial viability.
- 21) Development of the Development Site within the shortest time feasible.

2.3 Property Information

- A. The approximately 33.924-acre Vacant Property is located adjacent to the newly constructed Dolphin Station (See Exhibit B.) in the Beacon Lakes area of Unincorporated Miami-Dade County at the northwest corner of NW 14th Street and NW 118th Place, immediately west of the Florida Turnpike and north of the Dolphin Expressway. The Vacant Property is undeveloped with frontage on a large lake along the entire western border of the site. The Dolphin Mall and IKEA Store are located east of the site on the east side of the Florida Turnpike.
- B. The Dolphin Station facilities are located on the approximately 10-acre Station Property. This portion of the Property is being offered for development on an optional basis and is not required to be included in the proposal for development. If the Station Property is included in the property to be developed, the station facilities currently located on the property including parking spaces and the bus terminal must be retained but may, with the consent of the County, be reconfigured.
- C. This site is of particular importance to the County in that it is located along the CSX East-West Corridor, an underutilized CSX freight rail line that has been identified as one of the six corridors comprising the SMART Plan. As such, it is anticipated that rapid transit will be implemented on that corridor in the future and that, as part of the plan for westward growth along transit corridors, the property will be developed as a major Transit Oriented Development. (See Exhibit D, CSX East-West Corridor Transit Oriented Development Study.) As a first step in the direction of developing this corridor into a rapid transit corridor, express bus service between the Dolphin Station and Downtown Miami on dedicated lanes along the Dolphin Expressway (the SR 836 Express) is planned to be implemented in the near future.
- D. The area immediately surrounding the Property is experiencing rapid development. The Beacon Lakes Park Master Plan, a 478-acre development, is located immediately north and west of the Property. The Shops of Beacon Lakes, a 430,000 square foot retail, dining and entertainment center immediately adjacent to the property, is currently under construction and is planned to open in the fall of this year. The Shops of Beacon Lakes larger tenants include Home Depot, Dick's Sporting Goods, 24 Hour Fitness, City Furniture and Carvana. The center will be connected to the Top Golf entertainment complex which is already operating. Additionally, Telemundo has opened 550,000 square foot studio and headquarters north of the Top Golf complex. (See Exhibit E.)

Conditions which apply to development of the Property include, but are not limited to, the following:

1. Because it is located in a flight path of the Miami International Airport certain restrictions, including height restrictions, may apply to the property.
2. The Property is located in Unincorporated Miami-Dade County, is inside the Urban Development Boundary and is zoned GU Interim District which is an interim zoning classification. The areas immediately to the east and north of the site are zoned BU-3- Business District- Liberal.
3. The Property is located within the Transitional Northeast Everglades Wetland Basin, which is a freshwater wetland area. Any wetland impact will require a Class IV permit and payment of mitigation fees. There are currently no set ratios for estimating mitigation fees and properties are analyzed on a case by case basis.
4. The Property is located within the Northwest Wellfield Protection Area and certain restrictions on land uses may apply.
5. The Property is within Flood Zone AH. Areas within this classification are subject to a one percent chance of flooding in any given year. Mandatory flood insurance is required.
6. The Property is located within the North Trail Basin water management area and requires on-site stormwater retention.
7. Fee simple title ownership of the Property shall remain in the name of the County and no subordination of the

fee simple interest in the land or the County's ability to fully realize the monetary and non-monetary benefits contemplated by the Development Agreement and/or Lease(s) resulting from this Solicitation will be permitted.

8. The County may require the proposed development layout to include provisions for the future location of facilities allowing for the operation of personal vertical take-off and landing aircraft (VTOL) with the County reserving the right to maintain and operate and/or select the operator of such facilities and to retain all revenue accruing from such facilities and operations. (See Exhibit G.)
 9. The County will require the proposed development layout to include provisions for the future location of facilities contemplated by the SMART Plan.
 10. **The property is subject to Florida State Statute 373.4149, Miami-Dade County Lake Belt Plan.** This statute prohibits rezoning that would result in an increase in residential density. (See Exhibit E.) However, because the Properties are located on the East-West Corridor of the SMART Plan, the County desires that the development resulting from this Solicitation include high density residential component(s). Consequently, potential proposers are advised that such development will require that the statute is amended to the extent that such high-density residential development will be permissible.
- E. Proposers are strongly encouraged to contact the Development Services Division of the Miami-Dade Regulatory and Economic Resources Department to obtain information regarding the Miami-Dade County Zoning Application and Review Process. Contact information can be obtained through the Miami-Dade County website at <http://www.miamidade.gov/zoning/contact.asp>.

2.4 Site Visits and Inspections

The Property may be visually inspected by potential proposers during daylight hours. All inspections or information regarding the Property may be arranged by contacting the Contracting Officer whose name and contact information is shown on the front cover of this Solicitation.

2.5 Developer's Responsibilities

- A. After award of a Development Agreement the Developer shall be responsible for all aspects related to and payment of all expenses associated with the planning, construction, maintenance and operation of the proposed development and the Development Site, including but not limited to, the following:
1. Securing all financing as required by the Agreements resulting from this Solicitation and payment of all costs related to the planning, construction and operation of the proposed development;
 2. Obtaining certified, insured, experienced and reputable architectural, engineering and construction services including a general Contractor, project manager and Subcontractors;
 3. Duly applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to and after construction;
 4. Platting of the Development Site;
 5. All development fees imposed in connection with the development by the County or any other agency of appropriate jurisdiction.
 6. All off-site public improvements and/or infrastructure required for development of the Development Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Developer.
 7. Extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities, if necessary.

8. Any alteration, relocation, or replacement of any County and/or private facilities, either temporary or permanent, and with any measures required to maintain County and/or private operations during development shall be at the sole cost of the Developer.
9. Submission of plan(s) to mitigate any disruption to County, other public and/or private operations and/or impacts to County, public and/or private facilities. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact County or private operations and/or facilities. Any damage or impacts to County or private systems, facilities or operations resulting from activities undertaken or authorized by the Developer must be immediately remediated at the Developer's sole expense. If required by the County, the Developer must prepare and submit a mitigation and remediation plan. The plan must receive the written approval of the County and be executed by the Developer.
10. Certain activities which may potentially impact County facilities and/or operations may require that County employees or representatives monitor and coordinate such activities. The Developer shall be responsible for all costs incurred as a result of such activities, including payment for costs incurred by the County in providing County employees or representatives to monitor and coordinate the activities.
11. The Developer shall be solely responsible for any additional environmental review and assessments required by any authority having jurisdiction over such matters including any and all studies and analyses required for such review and assessments and for any remediation of the Site if required, at its sole expense of the Developer.
12. Filing of Development Agreement, and Lease(s) or any other agreements resulting from this Solicitation and payment of all recording fees.
13. Payment of any and all taxes associated with the development of the property, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the property.
14. Submission of monthly status reports to the County regarding the Project development upon award of Development Agreement. Frequency, subject matter and details covered in status reports will be determined by the County and may be changed at any time at the discretion of the County.
15. Commencement and completion of the construction of the Project in a timely manner in accordance with the Agreements resulting from this Solicitation and all applicable rules, regulations, ordinances and standards required by Miami-Dade County and any other applicable regulatory agency.
16. Prior to construction, the Developer's designated Project Manager, its Contractors and/or Subcontractors, and any other employees and/or representatives of the Proposer as the County may require, will be required to meet with County 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 the County.
17. If required by the County the Developer shall participate in community outreach activities.
18. Obtaining bonding and/or assurance of completion as required by law and as acceptable to the County.
19. Obtaining all insurance coverages as required by the County.
20. Applying for and obtaining any zoning changes and/or any other land use planning changes and/or waivers from the appropriate agency having jurisdiction. (The County does not make or offer any representation or warranty that any such requested changes will be granted.);
21. Obtaining any and all access permits from the state, County and/or any authority having such jurisdiction.

- B. 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. The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.
- C. Acceptance by the County of the Proposer’s Proposal for the Development Site does not constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the property, its suitability for the uses contemplated by this Solicitation or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal. The Developer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The County does not guarantee or represent, in any way, that it will provide support or assistance to the Developer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected County officials or officials charged with issuing such approvals and permits.
- D. In the event that the Developer fails, for any reason, to secure adequate financing for development as described, and in conformity with the schedule contained in the Development Agreement resulting from this Solicitation, the County reserves the right to terminate any agreement(s) resulting from this Solicitation.
- E. The proposed financing of the Project may **not** allow for the cross-collateralization or cross-defaulting with any other property, project or other assets. Further, if a Phased Development or similar type of development with separate components is proposed, each Phase or component of the Project must be independently financed and the financing of any Phase(s) or component(s) may not allow for cross-collateralization or cross-defaulting with any other Phase(s) or component(s).

3.0 Response Requirements

- A. 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.
- B. The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services, in accordance with the requirements of the Proposer Information Document. However, overly elaborate proposals 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. 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 a Competitive Selection Committee which will evaluate and rank proposals on the Technical and Financial Criteria listed below, in accordance with the full requirements of Section 5 “Criteria for Evaluation”, draft Development Agreement (Attachment B), and draft Lease Agreement (Attachment C) The County Mayor shall appoint appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge to the Competitive Selection Committee, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total one thousand (1,000) points per Competitive Selection Committee member.

Technical Criteria		Points
1.	<u>Project Plan/Development Approach</u> Proposer’s approach to development of the Development Site and incorporation of elements that will result in the proposed development meeting the project objectives outlined in Section 2.2 of the RFP.	100
3.	<u>Project Schedule</u> Project schedule, including proposed phasing if applicable, that results in the development of the entire Development Site meeting all of the Project Objectives set forth in Section 2.2, within the shortest time period feasible.	150
4.	<u>Financial Viability</u> Market/financial viability of the proposed development.	100
5.	<u>Financial Strength and Capability to Secure Financing</u> Financial strength of the Proposal and its capacity to secure financing	200
6.	<u>Qualifications and Past Experience</u> Relevant qualifications and past experience of key personnel in the development Industry, including key personnel of subcontractors that will be assigned to this project, and experience and qualifications of subcontractors.	150
8.	<u>Financial Benefits to the County and Community</u> Other quantifiable financial benefits to the County such replacing, upgrading and/or maintaining County facilities including landscaping and hardscaping, illumination and wayfinding signage and enhancing pedestrian access and passenger amenities that results in a financial benefit to the County.	20
Total (Technical Criteria):		720

Financial Criteria		Points
7.	<u>Proposal Price Schedule</u> The proposed Development Fee, Initial Annual Rent and Annual Rent, in accordance with the Proposal Price Schedule.	280
Total (Financial Criteria):		280

4.3 Oral Presentations

Upon evaluation of the criteria described above, rating and ranking, the Competitive Selection may choose to conduct an oral presentation with the Proposer(s) which the Competitive 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 Competitive 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 and a determination of which proposals are in the best interest of the County.

The County reserves the right to select and negotiate the final terms, conditions and financial criteria of the Development Agreement and Lease(s) as may be in the best interest of the County.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to a local business or a team of local businesses who have a history of working together. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.6 Negotiations

- A. The Competitive 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 the 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.
- B. Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on the terms and conditions of a Development Agreement and Lease(s), 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 Development Agreement and Lease(s) acceptable to the County have been negotiated or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

- C. Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)
- D. Any Proposer recommended for negotiations may be required to provide to the County:
 - 1. 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.
 - 2. 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.

4.7 Agreement Award

Any proposed Development Agreement and Lease(s) resulting from negotiations will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to an award recommendation. The 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.

4.8 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 Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 Criteria for Evaluation

5.1 Project Plan/Development Approach

1. Provide an executive summary describing the proposed master plan for the entire Development Site and the Proposer's general approach to developing, constructing, maintaining, operating and managing the proposed project components or Phases, if applicable, included in the master plan.
2. Provide a description of the proposed project master plan. The project master plan shall include a description of the Proposer's concept for the entire Development Site. If a phased approach is being proposed, the Proposer must propose the division of the Development Site into Phases such that all of the property within the Development Site is included within a Phase. No portion of the Development Site may remain outside the boundaries of a Phase. Shared easements may be proposed but must be contained within one of the Phases. Each Phase must, on a stand-alone basis, be commercially and economically viable, be capable of operating independently from all other Phases and comply with all Laws and Ordinances and building and zoning codes. The master plan for the Development Site must include the following:
 - a) Description of the proposed components of the project master plan for the Development Site, including if applicable, the division of the Development Site into project Phases, with approximate square footage to be included in each component or Phase;
 - b) Site plan of the Development Site, drawn to scale, showing the following:
 - i) the boundaries of each proposed Phase, if applicable;
 - ii) the location of buildings, other structures and features including parking structures, surface parking, roadways, sidewalks, open areas, landscaping, etc.;
 - iii) the location of all easements, including but not limited to, utility easements and ingress and egress easements;
 - iv) traffic circulation plan showing all modes of transportation including but not limited to motor vehicle, pedestrian and bicycle, internal circulation and all ingress and egress access; and
 - v) facilities and/or accommodations for all modes of transportation including shared use paths, drop-off and pick-up sites, charging and docking stations and any other transportation related facilities.
 - c) A table for each component or Phase, if applicable, with gross square footage proposed for each use including office space, hotel, retail, residential, open space, roadways, etc.;
 - d) Detailed description of each development component or Phase, if applicable, including square footage proposed for each use within the component or Phase. For example, eight story office building with 100,000 square feet of office space with 10,000 square feet of ground floor retail space or six story market rate rental apartments, with x number of studio apartments containing 400 square feet, x number of one bedroom apartments containing 750 square and x number of two bedroom apartments containing 950 square feet;
 - e) Conceptual drawings of the proposed master plan for the Development Site;
 - f) Plans that clearly show the connection/integration of the proposed project with the Dolphin Station;

3. Describe the Proposer's methodology in obtaining regulatory approvals and building permits.
4. Describe the plan for securing and recording of all property rights necessary for the successful construction, operation, and use of the Project including the securing of property rights between the Project Phases, as applicable. The plan should include the location and description of such rights and the schedule for securing and recording of the rights. The plan must take into the account the possibility of an assignment of any Project Phases and the proposed Project schedule.
5. Provide a copy of Proposer's quality control procedures for previous projects and identify the quality control procedures and mechanisms that will be implemented for the proposed development.
6. Explain how the project or how each phase of the project, if applicable, complies with zoning requirements and height restrictions. Describe any variances Proposer will be seeking and methodology to be used to obtaining them.

Note: Proposers are strongly encouraged to contact the Development Services Division of the Miami-Dade Regulatory and Economic Resources Department to obtain information regarding the Miami-Dade County Zoning Application and Review Process. Contact information can be obtained through the Miami-Dade County website at:

<http://www.miamidade.gov/zoning/contact.asp>.

7. Describe in detail how the proposed development will meet the following objectives:
 - a) Explanation of the factors that will contribute to the proposed development becoming an attractive destination;
 - b) Explanation of why the proposed development is appropriate to the Development Site and complementary to existing and future development in the surrounding area;
 - c) Explanation of how the proposed project will concentrate density around the Dolphin Station and promote development in the surrounding areas;
 - d) Explanation of how the proposed development will take maximum advantage of the proximity to the Dolphin Station and promote the use of public transportation;
 - e) Describe any affordable residential component(s) including workforce housing units, elderly housing units and housing with elements and/or amenities that would make such residences attractive to active and retired military personnel.
 - f) Description of energy efficient features that are planned to be incorporated into the development; and
 - g) Description of the quality of construction and materials to be used in the development buildings and structures.

8. Optional Proposal Items

Proposers may to submit the following information, if applicable:

- a) Describe in detail and quantify the cost of any proposed improvements to County-owned facilities.
- b) Describe in detail any proposed maintenance of County-owned facilities by Proposer and quantify the resulting annual cost savings to the County.

5.2 Project Schedule

9. Provide a realistic, detailed project schedule for the development, with a separate schedule for each Phase if a phased approach is being proposed, from award of Development Agreement to issuance of the last Certificate of Occupancy, identifying key tasks and duration of each.
10. At a minimum, the project schedule must contain the following key tasks for the Project, or each Phase of the Project, if applicable (Specify the proposed duration of each task in number of months from award of the Development Agreement until completion of each task.):
 - a) Time period from award of Development Agreement until completion of design;
 - b) Time period from award of Development Agreement until Lease Closing (Scheduled Lease Closing)*;
 - c) Time period from award of Development Agreement until commencement of construction
 - d) Time period from award of Development Agreement until issuance of Certificate of Occupancy or Certificate of Completion;

* Lease Closing takes place upon receiving the approvals, permits and financing required for construction to begin.

Note: Proposers are cautioned to be realistic in proposing the above described time periods as this information will be relied upon in evaluating proposals and in establishing the project schedule. The Development Agreement and Lease(s) resulting from this Solicitation will include substantial penalties for failing to complete the key tasks included in the project schedule.

5.3 Financial Viability

11. Provide a market analysis of the Development Site to include, at minimum, the following information:
 - a) Determination of the most appropriate market driven uses of the Development Site with detailed explanation of the factors contributing to this determination;
 - b) Analysis of economic and demographic conditions;
 - c) Most effective phasing of development;
 - d) Potential regulatory and/or legal challenges and methods of dealing with such challenges; and
 - e) Identification of geographic constraints and methods of dealing with such constraints.
12. Provide a 15-year pre-development, construction, and operating period cash flow statement, by Phase if applicable, beginning in the month in which proposals are due. The statement should be separated by land use (for example, residential, office, retail) and contain, at minimum, the following projections:
 - a) **Financing**
 - i) Construction loan rate, term and amount;
 - ii) Permanent loan rate, term and amount;
 - iii) Loan to value ratio;
 - iv) Equity as a percentage of total construction costs; and
 - v) Debt service ratio.
 - b) **Revenues (as applicable)**
 - i) Office rent (\$/gross square foot and number of gross square feet proposed);
 - ii) Retail rent (\$/gross square foot and number of gross square feet proposed);
 - iii) Residential rent (\$/dwelling unit and number of dwelling units proposed);

- iv) Hotel income (\$/key and number of guest rooms proposed);
 - v) Parking income (4/space and number of spaces proposed); and
 - vi) Other revenues.
- c) **Construction Costs**
- i) Total hard costs; and
 - ii) Total soft costs and total soft costs as a percentage of total hard costs.
- d) **Operating Costs**
Operating expenses shown in total dollars, dollars per gross square foot and as a percentage of revenues.
13. Provide a 30-year pro forma including the following line items:
- a) **Sources**
- i) Equity;
 - ii) Construction financing;
 - iii) Permanent financing;
 - iv) Other financing; and
 - v) Total financing.
- b) **Revenues**
- i) Office;
 - ii) Residential;
 - iii) Retail;
 - iv) Hotel;
 - v) Parking;
 - vi) Other revenues;
 - vii) Total gross revenues; and
 - viii) Total net revenues.
- c) **Returns**
- i) Proposer's internal rate of return;
 - ii) Return on investment; and
 - iii) Return on equity.

Note: The pro forma must be presented in current dollars. An annual escalation rate of 3% will be assumed. The amounts shown on the pro forma must include all fees and rents proposed to be paid to the County and reflect the amounts entered on Form B-1a or Form B-1B.

5.4 Financial Strength and Capacity to Secure Financing

14. Provide documentation that clearly demonstrates the Proposer's financial strength and ability to develop the proposed project. Such documentation may include the Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period with a statement, in writing signed by a duly authorized representative, stating that the present financial conditions are 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 statements. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit available from accredited financial institutions accompanied by a letter authoring each credit reference to respond to inquiries from Miami-Dade County. Any other relevant documentation may also be included.
15. Identify the sources and amounts of equity capital raised for the projects described in No.12 above.

16. State the minimum and maximum anticipated cash capital investment by Proposer and any equity commitment by Proposer.
17. Net worth of any lender and assets under management from any financing source.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

5.5 Qualifications and Past Experience

If the Proposer is a joint venture, a consortium of developers or similarly structured entity, provide the following information for each member of the joint venture, consortium or entity and include the portion or Phases of the project for which each member will be responsible.

18. State the number of years that the Proposer has been in existence, the current number of employees and the primary markets served.
19. Provide a history of the Proposer's development background and experience.
20. Provide detailed information on Proposer's comparable projects, either on-going or completed within the past five years. The information should include a detailed description and location of the project, the total dollar value and any other partners or entities involved in the project.
21. List all contracts, if any, that the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that a "Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include the following information for each project:
 - (a) Name of the County department which administers or administered the contract;
 - (b) Description of the work;
 - (c) Total dollar amount of the contract;
 - (d) Dates covering the term of the contract;
 - (e) County contact person and phone number;
 - (f) Statement of whether Proposer was the prime contractor or subcontractor; and
 - (g) The results of the project.
22. Describe Proposer's past experience in obtaining the necessary permits and approvals from local government authorities and familiarity with the Florida Building Code.
23. Provide any other information demonstrating the Proposer's ability to complete the development as proposed.
24. Provide an organization chart showing all key personnel, including their titles, to be assigned to this Project. The chart must clearly identify the Proposer's employees and those of other Development Team Members and Subcontractors. Identify functions to be performed by each person. Key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services for the Project.
25. Attach resumes for all key personnel. The resume should accurately describe each person's experience, education and qualifications including experience on previous development projects.

26. Identify the Proposer's project manager that will be responsible for the Project (at each phase, if applicable) and contact information including address, phone number and e-mail address.

Note: After proposal submission, but prior to award of any agreement resulting from this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

5.6 Proposal Price Schedule

27. Submit the required amounts identified on the Proposal Payment Schedule (Attachment A – Excel Spreadsheet) for the Development Fee, Initial Annual Rent and Annual Rent, see Tab 1 (Form B-1a) and Tab 2 (Form B-1b). **Proposers that propose a non-phased development shall complete Form B-1a. Proposers that propose a phased development shall complete Form B-1b.** These amounts shall be submitted in accordance with Sections 3.2 and 3.3 of the Draft Development Agreement and Sections 3.2 and 3.3 of the Draft Lease Agreement, and in conjunction with the proposed Project schedule.

5.7 Financial Benefits to the County and Community

28. Provide an analysis of the economic impacts of the proposed development, by Phase if applicable, to include the following information:
- a) Estimated annual ad valorem taxes directly generated by the development for the County and Miami-Dade County Public Schools;
 - b) Estimated impact fees;
 - c) Proposed improvements to area infrastructure;
 - d) Estimated permit fees;
 - e) Number of jobs to be generated during construction;
 - f) Number of permanent jobs created by development;
 - g) Estimated number of indirect jobs to be created by the development; and
 - h) Estimated increase in transit ridership and patronage of the MIC and the Miami International Airport.

Litigation

29. Identify any past and/or ongoing litigation, and any known potential litigation with Miami-Dade County.
30. Identify any past and/or ongoing litigation and any known potential litigation that may negatively impact the Proposer's ability to finance the proposed development.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

Defaults, Bankruptcies, Criminal History and Debarments

29. List any projects on which the Proposer, its parent(s), or any member of the Development Team has defaulted. Explain the circumstances of such default(s).
30. List any projects on which the Proposer, its parent(s), or any member of the Development Team has gone bankrupt. Explain the circumstances of such bankruptcy(ies).
31. List any criminal indictments and felony or fraud convictions of Proposer, its parent(s), or any member of the Development Team or any principal of any of those entities.
32. Identify any debarments for government contracts by Proposer, its parent(s), or any member of the Development Team or any principal of any of those entities.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

5.8 Exceptions to Proposal

Clearly state if Proposer is proposing to take any exceptions to the terms of this solicitation. If so, explain in detail what alternative is being offered.

6.0 Terms and Conditions

The County's 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>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement 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) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

7.0 Attachments and Exhibits

7.1 Attachments

Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

Attachment A Proposal Price Schedule B1 and B2
Attachment B Draft Development Agreement
Attachment C Draft Lease Agreement

7.2 Exhibits

Exhibit A The Vacant Property
Exhibit B Dolphin Station
Exhibit C Strategic Miami Area Rapid Transit (SMART) Plan
Exhibit D East-West Corridor Transit Oriented Development Study
Exhibit E Beacon Lakes Park Master Plan
Exhibit F Miami-Dade Transit Construction Safety Manual
Exhibit G Basic VTOL Station Requirements
Exhibit I Initial Conceptual Rendering of SMART Plan Elements Affecting the Property