

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

Rev 1

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	<b>Previous Contract/Project No.</b> N/A
<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>	LIVING WAGE APPLIES: __YES <input checked="" type="checkbox"/> NO				

Requisition/Project No: RFP-00688

TERM OF CONTRACT: Long-Term ground lease with options-to-renew up to 99 years

Requisition/Project Title: Wynwood Development

Description: Development of three (3) parcels of land in Wynwood, City of Miami.

User Department(s): Community Action Human Services Department

Issuing Department: Procurement

Contact Person: Manny Jimenez Phone: 305-375-4425

Estimated Cost: \$0 Funding Source: N/A REVENUE GENERATING: Yes

**ANALYSIS**

Commodity/Service No:	925-61/909-03 Land Development & Construction Companies	SIC:
<b>Trade/Commodity/Service Opportunities</b>		
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History		
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>
Contractor:	N/A	
Small Business Enterprise:		
Contract Value:		
Comments:		
Continued on another page (s): ____ Yes <input checked="" type="checkbox"/> No		

**RECOMMENDATIONS**

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

<b>Basis of Recommendation:</b>

Signed: Manny Jimenez

Date to SBD: 10-21-2019

Date Returned to PM: \_\_\_\_\_

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



**REQUEST FOR PROPOSALS (RFP) No. 00000  
FOR  
WYNWOOD DEVELOPMENT**

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

\_\_\_\_\_, 2019 at \_\_:00 AM (local time)  
111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for  
Community Action Human Services Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Manuel A. Jimenez, Procurement Contracting Officer  
111 N.W. 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4425  
E-mail: manuel.jimenez@miamidade.gov

**PROPOSAL RESPONSES DUE:**

**INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE 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](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County is seeking Proposals from experienced developers with a proven track record of successfully completing Mixed-Use Development projects, for the development of three (3) parcels of land, all currently owned by Miami-Dade County. The parcels are located in the Wynwood section of the City of Miami. The three (3) parcels of land have the following addresses: 220 N.W. 30 Street, 2948 N.W. Second Avenue, and 211 N.W. 29<sup>th</sup> Street. All of the parcels are offered in their existing “as-is” “where-is” condition, with any and all faults, and without further contribution from the County; hereinafter described as the “Site.” This Solicitation is for the development of all three (3) parcels of land, and as such Proposers must submit Proposals for the simultaneous development of all three (3) parcels. Proposers must anticipate developing, operating, and maintaining the development Project that it proposes for the Site.

The County anticipates awarding a long-term lease agreement, with options to renew, up to a ninety (90) year total period, at the County’s sole discretion.

#### The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TBD
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five (5) days in advance.
Deadline for Receipt of Questions:	TBD
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:

1. The word “Breakpoint” to mean the point where the Guaranteed Rent equals the Percentage Rent.
2. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The words “County Property” to mean property that is owned by Miami-Dade County.
4. The words “Date of Beneficial Occupancy” to mean the date that the Selected Proposer is able to occupy the Site, in accordance with the Lease Agreement resulting from this Solicitation, and after securing a Certificate of Use and/or Certificate of Occupancy, as applicable, for any portion(s) of the Project, establishing final completion of construction for the purpose for which it was intended.
5. The words “Guaranteed Rent” to mean rent paid from the Date of Beneficial Occupancy, through the termination date of the Lease Agreement.
6. The words “Initial Rent” to mean rent paid during the period between the date that the parties enter into the Lease Agreement, which will be after approval by the Board of County Commissioners (Board), and Date of Beneficial Occupancy.
7. The words “Leadership in Energy & Environmental Design” or “LEED” to mean the methodology utilized to ascertain if the Project meets the minimum requirements for green building certification program developed by the U.S. Green Building Council, which includes the rating system for design, construction, operation and maintenance of buildings.
8. The words “Mixed-Use Development” to mean any urban, suburban or village development, or even a single building, that blends a combination of commercial, office, retail, hotel, and/or residential, and/or institutional, and/or cultural uses where those functions are physically and functionally integrated, and that provides pedestrian connections.
9. The words “Notice to Proceed” (NTP) shall mean a document issued by the County to initiate the start of the construction of the Project.
10. The words “Percentage Rent” to mean the rent paid, in lieu of or in addition to addition to the Guaranteed Rent, as a percentage of gross income over a negotiated Breakpoint.
11. The word “Proposal” or “Proposals” to mean the properly signed and completed written submission in response to this Solicitation by a Proposer for the Scope of Services, and as amended or modified through negotiations.
12. The words “Proposer” or “Developer” to mean the person, firm, entity, or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.

13. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Selected Proposer.
14. The words "Selected Proposer" or "Contractor" to mean the Proposer that is approved by the Board, and who enters into a Lease Agreement with the County as a result of this Solicitation, also to be known as "the Prime Contractor."
15. The words "Selection Committee" to mean the group of people chosen by the County for the purpose of evaluating and scoring the Proposals submitted in response to this Solicitation.
16. The word "Site" to mean the property, which consists of three (3) parcels of land, being offered by the County for development as described in Section 2.3 below, and as illustrated in Attachment 1, which is attached hereto, and incorporated herein by reference.
17. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
18. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Selected Proposer, who contracts with the Selected Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Selected Proposer.
19. The words "Work", "Project", "Services", or "Program" 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 and the Lease Agreement.

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

The submittal of a Proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a Lease Agreement 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 such Lease Agreement, which will be substantially similar to the terms herein. Proposals shall be irrevocable until contract award (i.e. approval of the Lease 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 or upon the expiration of one hundred eighty (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 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 Proposals unless permitted by law.

### 1.5 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code ("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 and among others, including:

- 1) 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;
- 2) 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
- 3) 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:

- 4) 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;
- 5) 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;
- 6) recorded contract negotiations and contract negotiation strategy sessions; or
- 7) 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).

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.

### 1.6 **Communication with 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 County Code are prohibited.

### 1.7 **Public Entity Crimes**

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

### 1.8 **Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the County Code, 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.

### **1.9 Collusion**

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

### **1.10 Community Business Enterprise Program**

Noticeably, all privately funded construction, on County-owned land, with a total value over \$200,000 must comply with Sections 2-10.4.01 and 10-33.02 of the County Code, which requirements govern the County's Small Business Enterprise-Construction ("SBE-Construction") and Small Business Enterprise-Architectural & Engineering ("SBE-A&E") programs.

The County's Ordinance No. 12-05, implemented the requirement that leases and contracts for privately funded improvements on County-owned land, with a total value over \$200,000, shall be subject to the requirements of the Small Business Enterprise ("SBE") program, in connection with the Small Business Enterprise ("SBE") program, in connection with the construction of those improvements. As a result, Sections 2-10.4.01 and 10-33.02 of the County Code are applicable this Solicitation, and therefore to the Project. As a result, for purposes of selecting and/or hiring any person or firm regarding architectural, landscape architectural, engineering, surveying and mapping professional services, for purposes of design and/or construction of the Project, as well as any construction services, the Selected Proposer 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 ("SBD") of the Internal Services Department, prior to the Selected Proposer's advertisement and/or hiring 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.

### **1.11 Performance and Payment Bond**

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 one hundred (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 fifty (50%) percent or more of the cost of the construction to take place on County-owned land;
- (iii) A twenty (20%) percent cash escrow; or
- (iv) A twenty-five (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 in developing Mixed-Use Development projects.

NOTE: It may be possible to phase bond requirements during negotiations.

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 14<sup>th</sup> Street, SW, Second 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(s) shall be prior to the issuance of the Notice to Proceed (NTP) issued by the County. The County may negotiate the amount of the bond(s) depending on the status/stage of the Project.
- D. Failure by the Selected Proposer and its Subcontractors to obtain the required performance and payment bond 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 Selected Proposer ineligible for award, and/or in violation of the Lease Agreement. The County may retain the ineligible Proposer's Proposal Guarantee (if any).

### 1.12 **Responsible Wages**

Pursuant to Section 2-11.16 of the County Code, responsible wages applies to competitively bid County contracts in excess of \$100,000 for the construction of public buildings or public works, whether on publicly-owned or privately-owned land. Responsible Wages also apply to privately-funded construction of buildings, whether privately-owned or publicly-owned, located on County-owned land where the construction cost is equal to or greater than \$1 million.

Responsible Wages may not apply, if:

- i. The building/improvement is financed solely through private sources of money without One (\$1.00) Dollar or more of financing provided through any federal, state, county or local governmental entity or bond sources including IDA bonds, or
- ii. The entity building is exempt from federal income taxes as a 501(c)(3) corporation, is not-for-profit and community-based, or
- iii. The entity building receives IDA bond financing and also receives State and/or local development incentives based on job creation. See ordinance 2-11.16(j) for penalties for failure to achieve job creation goals

Responsible Wages do not apply to:

- i. Federally funded contracts for construction or those that are otherwise subject to the Davis-Bacon Act
- ii. Miscellaneous construction contracts for \$500,000 or less with work-orders for \$25,000 or less.

## 2.0 SCOPE OF SERVICES

### 2.1 **Background**

The County, through its Community Action and Human Services Department (CAHSD), has determined that the three (3) parcels comprising the Site are currently underutilized. If both timely and properly redeveloped, these parcels can better serve the surrounding community, and provide a profitable income stream to the County, which can be used to expand programs to County residents. Currently operating from Site are County programs that are offered by the Community Action and Human Services Department.

### 2.2 **Proposal Requirements**

Any proposed redevelopment of the Site must consist of a simultaneous development of all of the three (3) parcels. Noticeably, Proposals that only offer to develop a portion of the Site (some, but not all of the three (3) parcels) will be automatically rejected. Further, Proposals that offer to develop the Site in phases will also be rejected.

Any Project envisioned for the Site must consist of a minimum of 10,000 square feet of office space, fully built-out (turnkey), which is set-aside, and to be utilized by the County, at no charge, for Miami-Dade County's Community Action and Human Services Department, and/or a County program, or other approved program or service, to be solely determined by the County, including any tenants of the County. Currently, the set-aside space is expected to be used by Miami-Dade County for certain County programs administered by the Community Action and Human Services Department (i.e., for rental/mortgage assistance, job development, computer training) and for a public library. Also, it is worthwhile to note that as part of the 10,000 square feet of office space, approximately one-half (½) of that space will be allocated for the creation of a new library for the community, and to the extent there are any unique buildout requirements for a new library, such requirements will be negotiated during the lease negotiation phase of the process. Additionally, the programs offered by the Community Action and Human Services Department, must be maintained operational during construction of the new Project, either on the Site, or at another facility in the community (with no interruption of services). To the extent that existing County use, programs, and/or tenants of the County need to be moved from the Site during the period of construction, the Selected Proposer shall be required to temporarily relocate the County, and any of its tenants, to a separate location, with the County's approval, during the period of construction in keeping within the guidelines listed below, and then, after completion of the Project, return the County, and its tenants, to

the Mixed-Use Development project on the Site, at the Selected Proposer's sole cost and expense. The temporary relocation site and plan are subject to the County's sole discretion and approval.

#### Temporary Relocation Guidelines

- Minimum Square Footage: 10,000 sq. ft.
- Number of Parking Spaces: As required by the Florida Building Code, with five (5) additional designated spots for the handicapped (also any type of joint parking use must be pre-approved by the Community Action and Human Services Department).
- Temporary relocation site must be within a 2 mile radius of the Site.
- Temporary location must be furnished, and equipped for the continuation of the County's (and its tenant's) operation/business.
- Number of Phone & Fax Lines Required: 10
- Number of Offices for Employees: Total 7 offices
- Internet Connections: LAN and Wireless; Level: MetroE
- There must not be an interruption of existing County services.
- Costs for relocation of services shall not be charged to the County (including, but not limited to, any and all licenses and permits)
- The County shall pay consumable expenses and utilities such as electricity, water, telephone, internet and cleaning services during the relocation, unless the Selected Proposer wishes to provide additional incentive to the County by including any and all consumable expenses at no cost to the County.

The Selected Proposer will be solely responsible for securing all necessary construction and permanent sources of financing, as well as any and all licenses and permits prior to, during, and after construction.

Should a Proposer elect to include in its Proposal a residential housing component, such component can be market-rate housing, or alternatively, may include a mixture of income eligibility requirements that consist of a range of affordability (**Note:** There is not a requirement for residential housing on the Site; and there is not a pre-determined requirement that any number or percentage of the units must be set-aside for a certain group or category of income eligibility). Noticeably, Proposers may propose any type of residential housing component on the Site, including apartments, condominiums, or any other type of housing component which the Proposer reasonably believes will be acceptable to the residents in the neighborhood and the surrounding community, and will be consistent with the market for the Wynwood area.

All Proposals must include a timetable or schedule for the proposed Project, including realistic timelines for securing construction drawings, as well as the start and completion of construction.

Further, the Project must be completed with an issued Certificate of Use and/or Certificate of Occupancy, as applicable, establishing final completion of the Project, within four (4) years of the date of execution of the Lease Agreement between the County and the Selected Proposer. The Selected Proposer must return the County and its tenants and/or programs to the Site within sixty (60) days after the Selected Proposer has secured a Certificate of Use and/or Certificate of Occupancy.

### **2.3 Community Involvement and Resources**

The Selected Proposer should consider contacting various local agencies and governmental entities to determine the specific interests and desires of the Wynwood Community. Some community resources include the following:

- Wynwood Business Improvement District (BID)  
310 N.W. 26<sup>th</sup> Street, Suite 1, Miami, Florida 33127
- Wynwood Design Review Committee (WDRC)  
City of Miami, Planning and Zoning Department  
444 S.W. Second Avenue, Third Floor, Miami, Florida 33130
- Wynwood Community Advisory Committee  
2902 N.W. Second Avenue, Miami, Florida 33127
- Miami-Dade Tourist Development Council  
111 N.W. First Street, 13 Floor, Miami, Florida 33128



- Greater Miami Convention & Visitors Bureau  
701 Brickell Avenue, Suite 2700, Miami, FL 33131

## 2.4 The Site

The Site being offered pursuant to this Solicitation is comprised of approximately 42,312 square feet (based upon information from County records, not a survey). The Site consists of three (3) parcels of land, at the northwest corner of Northwest 29<sup>th</sup> Street and Northwest Second Avenue, in the Wynwood area of the City of Miami, as described below, and outlined in Attachment 1. The location of the Site offers a sizeable amount of both vehicular and pedestrian traffic. Additionally, the Site currently has a 32,018 square foot building built on it, which must be demolished, at the sole cost and expense of the Selected Proposer. The addresses and folio numbers comprising the Site are as follows:

### The Site

211 N.W. 29 <sup>th</sup> Street	–	01-3125-024-1780 (Lot Size 21,000 square feet)
2948 N.W. Second Avenue	–	01-3125-024-1590 (Lot Size 14,962 square feet)
220 N.W. 30 <sup>th</sup> Street	–	01-3125-024-1600 (Lot Size 6,350 square feet)

### Neighborhood Context

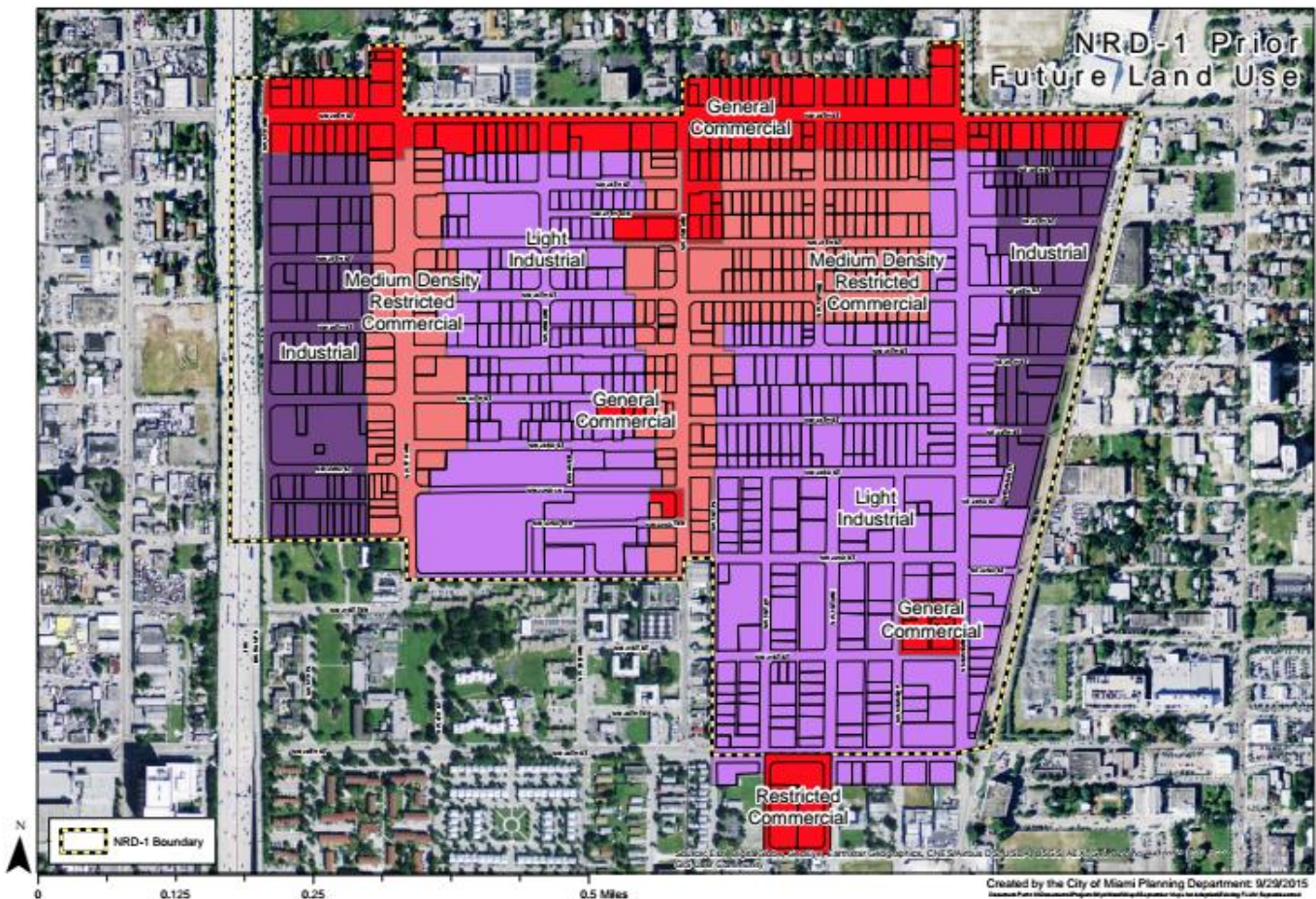
#### **Wynwood**

Wynwood is a neighborhood located within the City of Miami, which is bursting with world famous artwork, including commissioned murals on commercial buildings. Wynwood is chockfull of retail venues, including restaurants, art galleries, clothing stores, breweries, and night clubs. The Wynwood neighborhood is located within the heart of the City of Miami, just north of downtown Miami and Overtown, beginning at approximately Northwest 20 Street. Previously, Wynwood was an industrial district, occupied by mostly warehouses, many of which were abandoned in the late 1990s. Then, during the mid-2000's, the Wynwood area began to experience revitalization and attract significant investment, due initially to the Art Basel event located in Wynwood. The location of Art Basel in Wynwood helped to create an explosion of street graffiti on abandoned buildings. Later, artists traveled from around the world to create what is now the Wynwood Walls, leading to a significant interest and investment in the Wynwood area. Fashion and art are major industry components that regularly attract businesses to the area. Currently, Wynwood is home to over 70 art galleries, five (5) museums, and twelve (12) art studios. Regular weekend art fairs are held on the second Sunday of each month, as well as the Wynwood Walls. Wynwood serves as a major tourist destination by itself, with tens of thousands of people visiting Wynwood annually.

Further, Wynwood has become a globally recognized destination for art, fashion, tech companies, and other creative enterprises. The City of Miami recently established the City's first Neighborhood Revitalization District ("NRD-1") within the Wynwood area. The NRD-1 establishes a series of protective regulations to guide the transition from an industrial district into a diverse, mixed-use area to include industrial, retail, and residential components. The NRD-1 regulations preserve the unique street art and industrial characteristics of the Wynwood area, while promoting an environment for people to live, work, and play.

Business and community leaders in the Wynwood area have worked hard to develop a defined district known as the Wynwood Business Improvement District. The commercial property owners agreed in June 2013 to form the Business Improvement District, and to tax themselves annually for a ten (10) year period to raise money for neighborhood improvements. Today, the Wynwood Business Improvement District includes over 400 property owners, and incorporates over 45 city blocks.

Below is a boundary map identifying the Wynwood Business Improvement District. Upon review of the map, it can be determined that the Site sits outside of the district. However, to the extent that the Selected Proposer desires to have the Site included in the Wynwood Business Improvement District, and is agrees to be fully responsible for any and all costs, fees, and/or expenses associated with the Site being included within the Wynwood Business Improvement District, the County is amenable to having the Site included within the Wynwood Business Improvement District.



### Neighborhood Access

Wynwood is accessible by the County's Metrobus system, with a bus stop, for the Number 6 bus, located nearest to the Site at N.W. 29<sup>th</sup> Street and N.W. Second Avenue.

### Demographics

As of 2017, the Wynwood area had a total population of approximately 12,525 people. That population represents an increase of over one thousand (1,000) people from 2015, when the population was 11,231 people.

Also, in 2017, based upon data collected by Miami-Dade County, the median age of population within the Wynwood area was 33.6 years as oppose to 34.3 years in 2012. Also, in 2017, the median household income within Wynwood was \$51,019 (as oppose to \$36,353 in 2012). The median gross rent in 2017 was \$1,431 (as oppose to \$1,039 in 2012). Also, the housing vacancy rate 2017 had significantly decreased to 15.4%, from 25.1% in 2012. In 2017, the median household value had increased to \$266,386, from \$184,924 in 2012.

Based upon the five (5) year period, from 2012 to 2017, there is a clear trend that the Wynwood area is moving in a positive direction, with the population growing, household incomes significantly increasing, and home values that had substantially risen.

### 2.5 Mixed-Use Development

The Site must be developed as a Mixed-Use Development project (meaning, for example, a single building or cluster of buildings, that blends a combination of commercial, office, retail, hotel, and/or residential, and/or institutional, and/or cultural uses), or any other use permitted by the zoning for the Site, with an area consisting of at least 10,000 square feet set-aside of office space in a building for use by the County, as previously described in this Solicitation. The County's anticipated uses for the set-aside space will be a public library, and office space for the County programs. However, there is no stipulated or stated requirement as to the exact location of the space inside of the Mixed-Use Development project (any floor within the Mixed-Use Development project may be proposed by Proposers, but shall be subject to negotiation with the County), so long as the minimum square footage is provided in a meaningful manner that is

acceptable by the County for its intended uses. The set-aside space shall be in turn-key condition, including all furniture, fixtures, and equipment (notably, as part of the negotiations for the Lease Agreement, the County will provide details regarding the level of finishes and the requirements for the furniture, fixtures, and equipment).

Notably, any proposed Mixed-Use Development project must offer a combination of uses, such as residential, commercial, retail, hotel, office, cultural, or institutional uses, with a separate area consisting of a minimum of 10,000 square feet of office space set-aside in a building for use by the County, which use will be a commercial component. Other commercial component(s) can include office, institutional, retail, hotel, or any other reasonable use, as determined acceptable by the County, and as permitted by the zoning for the property. As stated earlier in this Solicitation, the Selected Proposer will be required to build-out all of the entire square foot area that will be set-aside for the County, so that all of the set-aside office space is delivered to the County in turnkey condition, including all furniture, fixtures, and equipment.

Mixed-Use Development - Note 1: There is no requirement that all of the 10,000 square feet of office space set-aside for the County must be contiguous, so long as at least approximately one-half (½) of the space is contiguous for the public library, and the remaining office space set-aside and contiguous for the County programs offered by the Community Action and Human Services Department.

## **2.6 Design Guidelines**

Project must conform to the design guidelines outlined by the Florida Building Code, the City of Miami Planning Department, the City of Miami Zoning Code (Miami 21), the requirements imposed by this Solicitation, along with any negotiated Lease Agreement between the County and the Selected Proposer. It should be noted that required sustainable design elements will include at least the minimum of Leadership in Energy & Environmental Design (LEED) Silver certification for new construction. Additional information regarding sustainable or "green building standards" will be discussed and negotiated with the Selected Proposer during lease negotiations.

The Selected Proposer will be required, at its sole cost and expense, to construct and buildout to completion, for the benefit of the County, a minimum of 10,000 square feet of space (representing approximately one-half (½) for office space, and the remain space for a public library). The buildout of the space by the Selected Proposer shall result in the space being delivered to the County in turnkey condition (ready for immediate use, including any and all flooring, furniture, fixtures, and equipment), meeting the exact specifications of the County. The timing of the buildout of the space shall be concurrent with the Selected Proposer building out the remainder of the Project. The benefit of having the Selected Proposer produce the space in turnkey condition is the technical coordination of tasks, timing of completion of the Project, the leverage the expertise and experience of the Selected Proposer, along with the timing and strategic purchasing of goods and equipment.

Further, as part of the Project, the Selected Proposer shall comply with the County's Art in Public Places requirements, as applicable. The requirements can be reviewed in Attachment 2, Section 2-11.15 of the County Code.

The Project must be visually appealing and welcoming to the entire community. It cannot be offensive or provide elements that can be determined to be obscene, annoying, degrading, distasteful, hideous, unpleasant, or hateful. The architectural design features must be a priority and include, but are not limited to, the following: 1) pedestrian safety, with sufficient lighting and open space; 2) clear and distinct entrances and egress; 3) residential units, if any, must be sensitive to the traffic on Northwest 29<sup>th</sup> Street; and 4) modern architectural creativity that enhances the neighborhood.

In addition, the County reserves the right to modify the design elements any of the Proposals submitted in response to this Solicitation. Such modifications can be to the façade, shape, and/or the interior space of any building included in the Mixed-Use Development project.

## **2.7 Parking and Open Space**

Parking and open space for all uses must comply with the City of Miami Zoning Code (Miami 21), along with the Florida Building Code, and their various requirements. Further, Proposers must take into consideration that the senior citizens may be utilizing the services of the County, and often times they have greater parking needs and desires over other residents of the community, including a preference for closer proximity to any entrance.

## **2.8 Zoning**

The Site is located within the boundaries of the City of Miami and, therefore, it is subject to the development restrictions imposed and enforced by the City of Miami. According to the City of Miami's Zoning Code, the Site is zoned Civic Institution (CI). In addition, there is a zoning overlay on a County-owned property located on the east side of Second Avenue, which zoning overlay provides certain benefits,

limitations, and restrictions. The zoning overlay is Neighborhood Revitalization District (NRD-1). The purpose of NRD-1 is to establish a protective series of land development regulations to transition an existing industrial district into an active, diverse, mixed-use neighborhood. It is anticipated that the Site will be rezoned to T6-8-O (Urban Core Zone) with the Neighborhood Revitalization District (NRD-1) zoning overlay. Further, there are certain City of Miami landscaping requirements that the Proposers must take into consideration while planning any development project. Such landscaping requirements can be found by visiting the City of Miami website ([www.Miami21.org](http://www.Miami21.org)). In addition, according to the City of Miami, the Miami Comprehensive Neighborhood Plan (MCNP) represents a guide for existing and future development, which MCNP consists of certain standards and a land use pattern that must be adhered to, unless changed by the approval of the City of Miami. Information regarding the goals, objectives, and policies of the MCNP, including determining if any changes are necessary in order to develop a proposed Project, can be found by reviewing the MCNP Volume 1 guide, located on the City of Miami website ([http://www.miamigov.com/planning/docs/plans/MCNP\\_January2013.pdf](http://www.miamigov.com/planning/docs/plans/MCNP_January2013.pdf)). All of the foregoing information is provided for convenience and informational purposes only and should not be relied upon by Proposers.

**Copies of the City of Miami zoning information for T6-8-O (Urban Core Zone); CI (Civic Zone); and the Neighborhood Revitalization District (NRD-1) are included in Appendices 3-5.**

Zoning - Note 1: Zoning changes. It is important to note that the County has expects to submit an application to rezone Site, which, as stated above, is currently zoned CI to T6-8-O (Urban Core Zone), with the Neighborhood Revitalization District (NRD-1) zoning overlay. Further, simultaneous to rezoning the property from CI to T6-8-O, with the NRD-1 zoning overlay, the County is seeking to change the land use designation for the property to a commercial designation, and one that will provide for the greatest amount of flexibility (particularly since a development project has not been identified for the Site). As a result, all Proposers are hereby advised to submit their Proposals as if the Site is zoned T6-8-O, with the NRD-1 zoning overlay, with the Selected Proposer securing, for its Project, any and all applicable or available bonuses (see Miami 21 Zoning Code - Public Benefits program).

Zoning - Note 2: It is recommended that Proposers visit the City of Miami website for Zoning Information ([www.MiamiGis.com](http://www.MiamiGis.com)), and/or contact the City of Miami Zoning Department, to determine specific development restrictions for the Site. Copy of the City of Miami zoning information for CI is included in Attachment 3.

## **2.9 Land Ownership, and Land Use**

Fee simple title ownership of the Site shall remain in the name of the County. The Site will be leased to the Selected Proposer under a long-term Lease Agreement. The County is amenable, subject to its approval, to having the leasehold interest collateralized by a mortgage that is for a Project on the Site. Further, the County is also amenable to entering into a long-term Lease Agreement up to 90-years for the Site.

## **2.10 Environmental**

It is the Selected Proposer's sole responsibility to determine if any environmental conditions exist on the Site, and to secure any environmental assessments and/or studies. The County will assist in the preparation and review of such assessments and/or studies. However, the Selected Proposer will 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 any such assessments and/or studies. The Selected Proposer will be solely responsible for any 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.

Environmental - Note: In an effort to expedite the start of the construction for the Project, the County has elected to have environmental assessments performed for the Site. Such environmental assessments shall include an Environmental Site Assessment (Phase I, and if deemed necessary a Phase II), performed by a licensed County vendor. Once the Selected Proposer has been approved by the Board of County Commissioners to develop its Project on the Site, the Selected Proposer shall be required to immediately reimburse the County, in a one (1) lump sum payment, for the amount expended to secure the Environmental Site Assessment work.

## **2.11 Selected Proposer's Responsibilities**

The Selected Proposer will be required to perform the following:

- 1) The Project must be named after "Eugenio Maria De Hostos."

- 2) Assemble a Development Team including the professional, technical, and construction entities (i.e., lead architect, general contractor, engineer, legal counsel, non-profit operator, if applicable, marketing agent, and managing agent). It is anticipated that the Development Team will seek to develop the Site to its highest and best use, for the benefit of the surrounding community, as well as for the County to have a long-term and significant income stream. The Development Team will design, construct, and sell and/or lease the Project. The Selected Proposer will be responsible for the ongoing operation, maintenance, and management of the Site after the Project is completed.
- 3) Prepare conceptual site plans, floor plans, elevations, landscaping, samples of exterior building materials, and detailed specifications, and submit them to the County (specifically the Community Action and Human Services Department) for review and approval, prior to submission to any other governmental entity.
- 4) Fund and undertake any environmental review, soil testing, and/or remediation on the Site.
- 5) Properly demolish the existing structure(s) on the Site, and remove the debris to an appropriate landfill or other approved waste disposal location.
- 6) Provide an equity contribution and any guarantees as required by the construction lender, secure construction financing, and meet any other terms and conditions required by the Lease Agreement between the County and the Selected Proposer, and all construction and permanent lenders.
- 7) Pay 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. After completion, pay any other taxes that may be associated with the Project and/or the Site.
- 8) Temporarily relocate County programs, from the Site, to a temporary location, during the period of demolition and construction, and the return the County programs to the Site upon the completion of the Project, at no cost to the County.
- 9) Should the Selected Proposer elect to sell condominium interests on the Site, the Selected Proposer shall be responsible for creating and filing any condominium documents.
- 10) Market any and all commercial and/or residential units in accordance with the requirements and policy as stated in the Selected Proposer's market guidelines, as approved by the County.
- 11) Submit upon execution of the Lease Agreement, and continuing until Certificate of Use and/or Occupancy, on a quarterly basis, status reports to the County regarding the Project's construction, financing, marketing, sales/leasing, and management.
- 12) Work with the business owners, community leaders, and residents in the Wynwood neighborhood to help improve and revitalize the Wynwood area. Proposals should indicate how the proposed development project would improve and revitalize the Wynwood area, particularly for the benefit of the residents in the area.

## **2.12 Payments to the County**

The Selected Proposer shall seek to develop the Site to its highest and best use, for the benefit of the surrounding community, as well as for the County to have a long-term and significant income stream. The Selected Proposer shall pay rent to the County for the use of the Site as follows:

- 1) **Initial Rent**  
The Selected Proposer shall pay the County an agreed upon rate of rent (Initial Rent) for the period between commencement of the Lease Agreement with the County, after the approval by the Board of County Commissioners, and shall continue until the Date of Beneficial Occupancy of the Site, which Date of Beneficial Occupancy is the date that the Selected Proposer has secured a Certificate of Use and/or Occupancy for all or any portion of the Site (the "Date of Beneficial Occupancy"). The Selected Proposer can pay the Initial Rent monthly, or, if agreed upon by the County, in a one (1) lump sum payment, at the commencement of the Lease Agreement.
- 2) **Guaranteed Rent**

Starting on the Date of Beneficial Occupancy and through the termination date of the Lease Agreement, the Selected Proposer shall pay the County a minimum Guaranteed Rent (including annual escalations) in accordance with the terms of this Solicitation and the resulting Lease Agreement.

3) Percentage Rent

In lieu of the Guaranteed Rent, the Selected Proposer shall pay the County a percentage of gross income, when such percentage has surpassed the negotiated Breakpoint for the Guaranteed Rent. Proposers must determine and propose/offer the amount of the percentage in their Proposals to the County (note, such percentage shall be negotiable by the parties). The Percentage Rent will not act as a supplemental or additional charge on top of the established Guaranteed Rent. Instead, the Percentage Rent replaces the Guaranteed Rent once the amount of the Percentage Rent, due to the County, surpasses the amount of Guaranteed Rent. Further, should any component of the Project be sold as a condominium or other fee simple ownership structure, then the County shall also receive a percent of the net proceeds received by the Selected Proposer from any and all such sales.

Gross income shall include, but not be limited to:

(a) All monies received for the use and/or occupancy of any space within the improvements and/or for any portion of the Site (including, but not limited to any parking space); and

(b) Any monies realized in lieu of rents pursuant to claims asserted under any business interruption insurance, rental insurance proceeds, or excess property insurance; and

(c) All monies received as a result of granting certain rights to a third-party such as the granting of easements and/or the right to install and/or use equipment in or on any part of the Site and/or improvements, including, but not limited to, advertising, directional signage, and antennae(s); and

(d) All monies received by the Selected Proposer for the purpose of providing amenities, insurance coverage, security services, maintenance of common areas, equipment and facilities and replacement, betterments and/or additions to improvements, equipment and facilities located on the Site and all monies received by the Selected Proposer in the form of reimbursements for such services, amenities, fees received by the Selected Proposer on behalf of its sub-lessees, space lessees, subtenants or any other entity; and

(e) All monies received by the Selected Proposer for the sale or transfer of any part of the Site; and

(f) All monies collected by the Selected Proposer from any and all sources, including, but not limited to commercial retail, residential, and any other sources of income on the Site, exclusive of vacancy and collection loss.

### **2.13 Lease Agreement**

The Site, as mentioned above, will be leased to the Selected Proposer under a long-term Lease Agreement, with options to renew, in accordance with the term of years as agreed to by the County and the Selected Proposer, up to ninety (90) years. The Site will be leased in its "as-is" "where-is" condition, with any and all faults, including without limitation, all then existing entitlements, easements, and any environmental conditions and hazards. The Lease Agreement will contain requirements to ensure that the Selected Proposer demolishes the existing building, and develops the Site in accordance with the plans and specifications reviewed and approved by the County (specifically, the County's Community Action and Human Services Department), and that the development of the Project moves forward at a reasonable pace.

Lease Agreement - Note: Further, as mentioned above, the County is also amenable to entering into a 90-year Lease Agreement for the Site, but the straight 90-year term is only available if the Selected Proposer is going to have residential condominiums on the Site, and sell such condominiums directly to individual residents.

### **2.14 Financing**

It is the sole responsibility of the Selected Proposer to apply for and obtain construction and permanent financing from the lender(s) and other entities in amounts consistent with the Lease Agreement. At this point in time, Miami-Dade County will not be contributing any funding toward the Project on the Site. The Selected Proposer may use different and/or a combination of lenders for construction and/or permanent financing. The amount of the Selected Proposer's equity will be determined by the lender(s). Each Proposer will be required

to submit a term sheet and a letter of intent (or a commitment letter) from a lender indicating willingness to lend an amount necessary for construction financing of the Project within one (1) year of selection of the Selected Proposer. Should the Selected Proposer fail, for any reason, to secure such term sheet and a letter of intent (or a commitment letter) from a lender, the County shall be free to terminate any agreement that it may have with the Selected Proposer regarding development of the Site.

Selected Proposer may use subsidy sources from the County. Selected Proposer must comply with all terms of any subsidy programs that are utilized. However, absent the receipt of a subsidy from the County, depending upon the type and amount of such subsidy, the Selected Proposer shall be required to complete the proposed development Project in a timely manner.

### **2.15 Real Property Taxes and Charges**

As County-owned property, the Site is currently not subject to ad valorem real estate taxes (although such exemption may not apply to non—ad valorem taxes, including, but not limited to special assessments or other impositions). However, such tax exemption may not be available during or after completion of any Project by the Selected Proposer. It is the responsibility of the Selected Proposer, in conjunction with its legal counsel, to determine any and all tax consequences which exist, or which may arise, due to the Selected Proposer developing the Project on the Site. 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.

### **2.16 Schedule**

The Project construction phase shall be completed, as evidenced by an issued Certificate of Use and/or Certificate of Occupancy, as applicable, obtained within four (4) years from the date of execution of the Lease Agreement. An exact schedule of completion, including milestones and any possible penalties for failure to adhere to the schedule shall be the subject of negotiation during the process of formulating a Lease Agreement with the Selected Proposer. As part of any Proposal, it is recommended that Proposers include a timeline of when various aspects of the Project will be completed, including how the relocation of the County, and its tenants, will occur, and when the relocation is expected to occur. Such timeline should include completion dates for design, construction documents (plans and specifications), permitting, ground breaking, and securing a Certificate of Use and/or Certificate of Occupancy. Proposers should discuss any expected variances in the timeline, and must disclose of any issues, or potential matters, that might delay the Proposer from commencing with the Project as envisioned, or otherwise delay the Project, such as, but not limited to, other development projects undertaken by the Proposer. Separately, it is preferred that the proposed or suggested location(s) to where the County, and its tenants, will be temporarily relocated to in the future, and the period of such relocation, be included in Proposals, as such information will be beneficial to the Selection Committee, however, such information need not be included in the Proposal.

### **2.17 Services Applicable to All Phases of Work to be Provided**

The Selected Proposer shall:

- 1) Provide the County with a financing plan, including detailed development and operating budgets.
- 2) Provide quarterly reports to the County on the progress of the Scope of Services and development efforts, including work completed, associated costs, schedule, and budgetary requirements.
- 3) Secure additional financing, as needed, to ensure overall Project completion, such as loans or grants from other governmental entities at the state or federal level.
- 4) Obtain a full financial credit underwriting/subsidy layering review to be paid for by the Selected Proposer prior to loan closing (loan closing will not occur without this step), when and if there are loans arranged for the Project.
- 5) Provide the design, construction, and quality control services for the development.
- 6) Execute and deliver to the County copies of certificates and policies of insurance prior to commencing any operations, which indicate that the Selected Proposer has insurance coverage in the type, amount, and classifications, pursuant to the Lease Agreement, and any other required document or agreement, including, but not limited to a Development Agreement and/or Restricted Covenant Agreement.

### **2.18 Development Costs**

All development costs shall be the responsibility of the Selected Proposer. The Selected Proposer shall, at its sole cost and expense, secure any and all licenses, permits, and other governmental approvals required to construct and maintain the Project, along with any and all insurance and required payment and performance bond(s). The Selected Proposer shall obtain all necessary permits and pay all

required permit fees and shall be responsible for all expenses incurred in connection with the development including, but not limited to, environmental assessments, remediation (if applicable), relocation of the County and its tenants during construction, surveying, platting, application fees, etc. All on-site and off-site public improvements and/or infrastructure required for development of the Site (including, but not limited to streets, street widening, street lights, sidewalks, water/sewer infrastructure, landscaping, etc.) are the responsibility of the Selected Proposer. Extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities, if necessary, are 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 are the sole responsibility of the Selected Proposer.

### **2.19 Project Construction**

The construction phase of the Project shall be completed in accordance with the Lease Agreement, along with any and all applicable rules, regulations, ordinances and standards required by the City of Miami, and the County, and/or any other applicable regulatory agency or entity. Notably, the County is seeking Proposals that have expedited timelines for completion of the construction for the Project, which offer a realistic schedule to both start and complete construction.

The Selected Proposer shall obtain, at its sole cost and expense, certified, experienced, and reputable architectural and engineering services, and construction services including, but not limited to, a general contractor, project manager, and Subcontractors, and such services will need to be secured, at the Selected Proposer's sole cost and expense, and in accordance with the County's rules and regulations, including, as described above, but not limited to, the County's Community Business Enterprise Program and the Community Small Business Enterprise Program.

No construction will commence on the Site until the Selected Proposer has obtained all required insurance, payment and performance bonds, licenses, approvals, and permits from any and all appropriate entities, agencies, and/or jurisdictions. The County will issue a Notice to Proceed for the Selected Proposer to commence work, once all requirements are met.

## **3.0 RESPONSE REQUIREMENTS**

### **3.1 Submittal Requirements**

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

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

All Proposals must include amounts that the Proposer reasonably anticipates paying the County for rent, and other benefits, including, but not limited to the Initial Rent, Guaranteed Rent, and the Percentage Rent.

## **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 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 possibly a member(s) of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one (100) hundred points per Evaluation/Selection Committee member.



<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's Experience and Past Performance (developing mixed-use projects) Key Personnel and Subcontractors performing Services	25
2. Proposer's Approach to the Project (including scheduling and timing for completion of the Project)	25
3. Financial Capability (including audited financial statements for past 3 years, and evidence of support for Project financing) (Note, if Proposer is a single purpose entity, then audited financial statements from the affiliate or parent company)	20
<u>Rent Criteria</u>	<u>Points</u>
4. Proposer's Proposed Initial Rent, Guaranteed Rent, and Percentage Rent	30

#### **4.3 Oral Presentations**

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee 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.

#### **4.4 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the County Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the County Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this Solicitation is entitled to receive an additional five (5%) percent of the evaluation points scored on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

#### **4.5 Rent Evaluation**

The rent proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the Site after the Site is improved by the Mixed-Use Development project. The rent 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 and conditions for the Lease Agreement, including, but not limited to the amount and forms of rent, and other benefits, as may be in the best interest of the County.

#### **4.6 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. 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 five (5%) percent 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.

#### **4.7 Negotiations**

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 any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

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

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

a) Its past three (3) years of audited 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. For the current fiscal year, a copy of the most recent business income tax return will be accepted if an audited financial statement is unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three (3) years.

#### **4.8 Contract Award**

Any proposed contract, resulting from this Solicitation, 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 contract award. The contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.9 Rights of Protest**

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

### **5.0 TERMS AND CONDITIONS**

#### **a) Vendor Registration**

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

#### **b) Insurance Requirements**

The Selected Proposer shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, copies of payment and performance bond(s), and copies of certificates of insurance which indicate insurance coverage has been obtained that meets the stated requirements of the Lease Agreement.

### **6.0 ATTACHMENTS**

Proposer Information Section  
Form 1 – Rent Proposal Schedule  
Attachment 1: Site

Attachment 2: Art in Public Places Ordinance

Attachment 3: City of Miami Zoning Information

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