

## DEPARTMENTAL INPUT

### CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. n/a

Contract  
 Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES   
 NO

Requisition No./Project No.: RFP-00700   
 TERM OF CONTRACT: 90 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Development of Block 45 at 152 NW 8th Street, Miami FL

Description: RFP process to procure a developer to finance and construct a mixed use (residential and commercial) complex on County property with a revenue sharing agreement.

Issuing Department: DTPW   
 Contact Person: Froilan Baez   
 Phone: 786-469-5244

Estimate Cost: Revenue generating

Funding Source:   
GENERAL  
n/a   
FEDERAL  
n/a   
OTHER  
n/a

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">57863</span>	<span style="border: 1px solid black; padding: 2px;">91889</span>	<span style="border: 1px solid black; padding: 2px;">92561</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Contract Value:</b>	\$ <span style="border: 1px solid black; padding: 2px;"></span>	\$ <span style="border: 1px solid black; padding: 2px;"></span>	\$ <span style="border: 1px solid black; padding: 2px;"></span>		
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>				

Continued on another page (s):   
 YES   
 NO

### RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

Basis of recommendation:

<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;">Brian Webster</span>	<b>Date sent to SBD:</b> <span style="border: 1px solid black; padding: 2px;">01/18/2018</span>
	<b>Date returned to DPM:</b> <span style="border: 1px solid black; padding: 2px;"></span>



**REQUEST FOR PROPOSALS (RFP) No. 00700**  
**for**  
**DEVELOPMENT OF BLOCK 45 AT 152 NW 8<sup>TH</sup> STREET, MIAMI, FL**  
**Rev. 1-16-18**

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

\_\_\_\_\_, 2018 at 10:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 10<sup>th</sup> Floor, CITT Conf. Rm., Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

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

**COUNTY CONTACT FOR THIS SOLICITATION:**

Basia Pruna, Procurement Contracting Manager  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5018  
E-mail: [BPruna@miamidade.gov](mailto:BPruna@miamidade.gov)

**PROPOSAL RESPONSES DUE:**

\_\_\_\_\_, 2018, 6:00 PM

**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, hereinafter referred to as the County, as represented by the Miami-Dade County Department of Transportation and Public Works, is soliciting proposals from experienced developers with a proven track record of successfully completing profitable mixed-use developments. The scope of this proposed contract is the development, operation, and maintenance of approximately 90,000 square feet of County property located at 152 NW 8th. Street, Miami, FL 33136, known as Block 45 ("the Site"). The mixed use development should maximize the density allowed on the site by the Miami 21 Zoning Code and should reflect a Transit Oriented Development ("TOD"), given its location across the street from the Historic Overtown/Lyric Theatre Station of the Metrorail System. The Site is located in the City of Miami in the Southeast Overtown Park West Community Redevelopment Area in the County of Miami-Dade, Florida and is offered as-is, where-is without further contribution from the County.

The County anticipates awarding a contract for a ninety (90) year period.

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

Solicitation Issued:

Pre-Proposal Conference:

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

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

### 1.2 Definitions

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

1. The words "Annual Initial Rent" shall mean rent paid by the Selected Proposer to the County during the period between the date the parties entered into the agreement and one (1) day before the date of Beneficial Occupancy of the Development Project, or that portion of the Development Project covered under the Lease resulting from this Solicitation.
2. The words "Certificate of Occupancy" to mean a Certificate of Occupancy ("COO") or Temporary Certificate of Occupancy ("TCO") issued by the appropriate code enforcement agency that enables the Licensee to occupy or utilize the premises for revenue generating purposes.
3. The words "Contract Manager" shall mean the director of Miami-Dade Transit, or the duly authorized representative of the County designated to manage the Development of the Site.
4. The word "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.
5. The words "Date of Award" to mean the date that the adopted Board of County Commissioners ("BCC") resolution becomes effective.
6. The words "Date of Beneficial Occupancy" shall mean the date that the Selected Proposer has completed construction of any or all of the proposed Development Project, as evidenced by a temporary Certificate of Occupancy, Certificate of Occupancy or Certificate of Completion (whichever first occurs), as issued by the applicable jurisdiction, for the completion of the construction of the Development Project.
7. The word "Day" to mean a calendar day.

8. The words "Development Period" to mean the period of time between the issuance of the Notice to Proceed and the date a Certificate of Occupancy is issued.
9. The words "Development Agreement" shall mean the contract between the County and the Selected Proposer to develop the Site consistent with the Selected Proposer's proposal, which was agreed upon by the County, including any adjustments or changes that may have occurred in the negotiations between the parties. The Development Agreement will describe the Development Project, and specify the schedule (timeframe) for construction, and shall also contain details regarding the responsibilities of the Selected Proposer, including, but not limited to, subcontracting requirements, record keeping, and construction requirements.
10. The words "Development Team", "Developer", or "Contractor" shall mean the Selected Proposer and its team members, including, but not limited to, any and all Subcontractors, vendors, agents, material men, and/or laborers responsible to complete any or all work to be done in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
11. The words "Development", "Development Project" or "Project" shall mean the future opportunity planned by the Selected Proposer, in accordance with the scope of this document and as described and illustrated in the Proposer's proposal, and as agreed upon by the County. The scope of the Proposer's proposal is understood to include any adjustments or changes that may have occurred in the negotiations between the Proposer and the County.
12. The words "Federal Transit Administration" ("FTA") to mean the agency within the United States Department of Transportation ("DOT") which administers the federal rules and regulations governing joint Development programs and oversees other aspects of property purchased, in whole or in part, with federal funds for transit purposes.
13. The words "General Contractor" shall mean the builder having the prime construction contract for the Development Project. The General Contractor shall be licensed in Miami-Dade County, and the State of Florida.
14. The words "Gross Revenue" shall mean all monies received, generated, or derived as a result of the Development covered under the Agreement(s) resulting from this Solicitation.
15. The words "Guaranteed Rent" shall mean rent paid by the Selected Proposer to County from the date of Beneficial Occupancy through the termination date of the Ground Lease, including any and all increases and/or escalations in such rent.
16. The words "Lease Agreement", "Lease", "Ground Lease" shall mean the lease agreement awarded as a result of this solicitation and entered into between the County and the Selected Proposer, for the Selected Proposer's occupancy of the Site.
17. The words "Lease Year" to mean each twelve month period starting on the next January 1 after the date on which the Lease is effective.
18. The words "Non-Profit Operator" to mean a not-for-profit entity, recognized as such by both the United States Internal Revenue Service and the State of Florida, that will team with the Selected Proposer and/or the Development Team to sublease and/or manage all or a portion of the Development Project during the term of the Lease.
19. The words "Notice to Occupy the Development Site" to mean authorization to start construction and transfer responsibility for the Development Site to the Selected Proposer.
20. The words "Notice to Proceed" ("NTP") shall mean a document issued by the County to initiate the start of construction work.
21. The words "Participation Rent" to mean a percentage of the Gross Revenue to be paid as rent.
22. The words "Project Completion" shall mean the completion of construction as evidenced by a Certificate of Occupancy, from the governmental entity authorized to issue such document for the Site.

23. The words "Project Manager" shall mean the Miami-Dade County Mayor, or the Mayor's duly authorized representative designated to manage the Development Project.
24. The word "Proposal" to mean the properly signed and completed submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
25. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
26. The words "Scope of Services" shall mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
27. The words "Selected Proposer" to mean the Proposer selected, in accordance with the provisions of this Request for Proposals, to enter into an agreement with the County.
28. The word "Solicitation" to mean this Request for Proposals document, and all associated addenda and attachments.
29. The word "Site" or "Development Site" to mean the property being offered by the County for Development as described in Section 2 of this document.
30. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
31. The words "Transit Oriented Development" to mean a mixed-use commercial area designed to maximize access to public transportation which incorporates features to encourage transit ridership.
32. The words "Contract", "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

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

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

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."

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 solicitations unless permitted by law.

Commented [WB(1)]: Question asked: Why not? This information is being reviewed by the County Attorneys office.

#### 1.5 Cone of Silence

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

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

### 1.9 Collusion

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

### 1.10 Compliance with Laws, Ordinances and Regulations

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

- A. Section 2-11.1(d) of Miami-Dade County Code as applicable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.
- B. The Federal Transit Administration (FTA) Master Agreement, updated annually, relating to conflicts of interest, debarment and suspension;
- C. 49 CFR 26.7 binding the Selected Proposer or transferee not to discriminate based on race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking."
- D. 49 CFR 27.7, 27.9(b) and 37 binding the Selected Proposer or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed.
- E. Prohibition against Liens. The Selected Proposer is prohibited from placing a lien on the County's property. This prohibition shall be placed in all Subcontractor contracts.
- F. The selected Proposer shall be required to comply with law Ordinance 94-12, Section 2.11-15, for Art in Public Places (APP) as it applies to the project.
- G. Compliance is required with all FTA requirements regarding joint Development located on or affecting property purchased or constructed, in whole or in part, with federal funding.

### 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 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 of the Services Department ("SBD") prior to the Selected Proposer'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 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.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

The County through its Department of Transportation and Public Works ("DTPW") and the Department of Regulatory and Economic Resources ("RER"), Office of Economic Development are now seeking engaged community residents and local developers in identifying suitable solutions to develop the Site. Block 45 has now been returned to the County by the CRA and this RFP seeks to find another proposer with the capability to finance and complete a mixed use project on this site. The mixed use development should maximize the density allowed on the site by the Miami 21 Zoning Code and should reflect a Transit Oriented Development ("TOD"). See Exhibits A and B.

### 2.2 Lease and Development Agreement(s)

The County anticipates awarding a ninety (90) year Lease, in accordance with the following stipulations:

1. The Site will be leased to the Selected Proposer under a long-term Ground Lease in "as-is", "where-is" condition. The County reserves the right to determine the form of the Lease. See Attachment D "Sample Lease Agreement". 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 to having the leasehold interest collateralized by a mortgage that is for the Project on the Site.
2. The County reserves the right to determine the form of the agreement and to include standard County clauses and requirements including, but not limited to, indemnification, insurance, bonding requirements and compliance with state, local and federal regulations.
3. The Selected Proposer shall provide for the ongoing management and maintenance of the Site after the Development Project



is completed. At the discretion of the Selected Proposer, on-going Site management may be performed by a for-profit or a non-profit operator.

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

### 2.3 Project Objectives/Requirements

1. Respondent must consider that the property was purchased by Miami-Dade County with grant funds from the Urban Mass Transit Act ("UMTA"), later to be known as the Federal Transit Administration ("FTA"), and therefore any proposed development must be consistent with Transit Oriented Development ("TOD") in relation to the Metrorail and with the overall Overtown development as it relates to Transit. DTPW will remain as owner of Block 45 and it is intended that the parcel will be ground leased on a long term basis to the final developer of the property. Such lease will be subject to final approval by the FTA.
2. Respondent should be aware that the County, in an effort to promote TOD and increased ridership of the Metrorail, will be looking for proposals that provide for mixed uses on the site. This could be any combination of retail, office, hotel, commercial and residential, however, a minimum of 40% of the square footage of the project must be devoted to residential units and 25% of that square footage must be used for workforce and affordable housing (including affordable and/or workforce housing) as allowed under the existing zoning.
3. For any proposed development project, there must be a reasonably strong likelihood of receiving community support from the surrounding areas, in order for the County to consider the property for such development.
4. Zoning changes or variances and/or changes to the Miami Comprehensive Neighborhood Plan ("MCNP"), if reasonably expected to receive approval by the City of Miami, may be suggested as part of the response to this RFP.
5. The development should also include the necessary parking for the proposed project and its tenants, and shall allot a specific area for be open for public use.
6. Elements preserving the history of the Overtown area, while incorporating the theme of "Live, Work and Play," including entertainment venues and restaurants with possible outdoor dining to the extent practicable.
7. Information regarding job opportunities for local area residents and businesses to allow them to participate in the construction of the development, including at least two (2) local job fairs prior to the commencement of project development ~~each development phase~~.
8. Information as to job opportunities for local residents and local businesses post-construction, including newly generated trade and service related jobs, including at least one (1) local job fair upon the completion of project ~~each development phase~~.
9. This project shall be completed in a single sequence of work, ~~phase in~~ as expedited a fashion as possible.
10. The Proposer shall ~~Should a Proposer elect to~~ include a residential housing component, such component can be market rate housing, affordable housing, or alternatively, may include a mixture of income eligibility requirements that include a range of affordability. Proposals must include a significant housing element to be considered. At a minimum, 40% of the square footage of the project must be devoted to residential units and 25% of that square footage must be used for workforce and/or ~~and/or~~ affordable housing.

## 2.4 Selected Proposer's Responsibility

The Selected Proposer will be required to perform the following:

1. 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). The Development Team will design, construct, and sell and/or lease the Project. The Selected Proposer will be responsible for the ongoing management and maintenance of the Site after the Project is completed.
2. Prepare conceptual site plans, floor plans, elevations, landscaping, samples of exterior building materials, and detailed specifications, and submit them to the County (specifically the Department of Transportation and Public Works) for review and approval.
3. The Selected Proposer is responsible, at its sole cost, to demolish and dispose of any portion of the existing guardhouse and ticket apparatus on the Site that will not be utilized for the new Project.
4. Fund and undertake any environmental review, soil testing, and/or remediation on the Site.
5. 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.
- ~~6. 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.~~
- ~~8-6.~~ Submit upon contract award, and continuing until Certificate of Occupancy, on a quarterly basis, status reports to the County regarding the Project's construction, financing, marketing, sales/leasing, and management.
- ~~9-7.~~ Work with the Overtown/Park West community to help improve and revitalize the neighborhood.
- ~~10-8.~~ The Selected Proposer will be solely responsible for all licenses and permits prior to and after construction.
- ~~11-9.~~ Provide the County with a financing plan, including detailed development and operating budgets.
- ~~12-10.~~ Provide the design, construction, and quality control services for the development.

**Commented [PB(2)]:** CAO will review the language and potentially add "Aspirational Language" that speaks to diversity within the Development Team.

## 2.5 Development Site

Site details are:

- a) Property Size: 90,000 square feet (2.07 acres)
- b) The property is improved with a paved parking lot with lighting, drainage, irrigation, landscaping and fencing, which is offered in its "AS IS, WHERE IS" condition.
- c) Utilities are available adjacent to the property including potable water, sanitary sewer, electric power, telephone and cable television. Respondents should verify capacity and suitability.
- d) The Property is centrally located in Miami within the Historic Overtown neighborhood on the north side of Downtown Miami. The general boundaries of the neighborhood extend north from NW 5<sup>th</sup>. Street to NW 20<sup>th</sup>. Street, and west from North Miami Avenue to Interstate 95. The neighborhood is intersected by the 1-95 and 1-395 elevated expressways. NW 3<sup>rd</sup>. and NW 2<sup>nd</sup>. Avenues are major north south traffic arteries through the neighborhood, containing local retail shops mixed with residential uses. NW 7<sup>th</sup>. Street ("Sawyer's Walk") and NW 9<sup>th</sup>. Street ("9<sup>th</sup> Street Pedestrian Mall") serve as pedestrian-oriented corridors.

- e) The property is identified by Tax Folio No.: 01-0104-050-1010, and the legal description can be found in the Public Records of Miami-Dade County, Florida. The Miami-Dade Transit Metrorail right-of-way and Historic Overtown/Lyric Theatre Station is located across the street from the property on the east side of NW 1<sup>st</sup> Court. The property is also across the street from the County-owned office complex and garage called Overtown Transit Village North ("OTVN") and Overtown Transit Village South ("OTVS"). Currently, the property is a vacant paved surface parking lot rented on a short term basis for daily and monthly parking.

## 2.6 Design Guidelines

The 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 RFP, along with the negotiated Lease Agreement entered into between the County and the Selected Proposer. Required sustainable design elements include a minimum of LEED Silver certification for new construction. Additional sustainable or "green building" standards may be negotiated with the Selected Proposer during lease negotiations.

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 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 NW 2<sup>nd</sup>. Avenue; and
4. Bahamian themed architectural style in a creative, modern setting that enhances the neighborhood, is the preferred style for proposals that are submitted.

Parking and open space for all uses must comply with the City of Miami Zoning Code (Miami 21) and the Florida Building Code. The County, through DTPW, reserves the right to modify or approve site plans, ingress and egress, floor plans, elevations, landscaping, samples of building materials, and detailed specifications as necessary.

## 2.7 Zoning and Land Use

- A. The property is located within the boundaries of the City of Miami and, therefore, is subject to the development restrictions imposed and enforced by the City of Miami. According to the City of Miami's Zoning Code, the property is zoned T6-24-O – Urban Core. Information on the uses, restrictions and maximum building sizes can be found in the City of Miami zoning code. Any development option submitted by for the property should be consistent with the Southeast Overtown/Park West Community Redevelopment Plan dated November 2004 by Dover Kohl & Partners, as updated by the Final Update of May 2009 by the City of Miami Planning Department (ver. 2.0) which is available at: [http://www.miamicra.com/seopwcr/docs/2009\\_SEOPW\\_Redevelopment\\_Plan.pdf](http://www.miamicra.com/seopwcr/docs/2009_SEOPW_Redevelopment_Plan.pdf).
- B. Further, there are certain City of Miami landscaping requirements that the Respondent 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 a 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 development project, can be found by reviewing the MCNP Volume 1 guide at: [http://www.miamigov.com/planning/docs/plans/MCNP\\_October\\_2015.pdf](http://www.miamigov.com/planning/docs/plans/MCNP_October_2015.pdf)
- C. All of the foregoing information is provided for convenience and informational purposes only and should not be relied upon by the Respondent. It is recommended that the Respondent 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 this property. A Copy of the City of Miami zoning information for T6-24-O (Urban Core Zone) can be found at: <http://maps.miamigis.com/Miami21Docs/T6-24.PDF>

Zoning changes and/or changes to the comprehensive master development plan, if reasonably anticipated to receive

approval by the City of Miami, may be suggested.

## 2.8 Environmental Considerations

It is the Selected Proposer's responsibility to prepare environmental assessments and/or studies. The Selected Proposer shall be solely and fully responsible for providing any and all information and paying the cost of any and all studies and analyses required for completion of 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.

## 2.9 Community Outreach

The Selected Proposer should consider contacting various local agencies to determine the specific interests and desires of the Overtown community. Also the Proposer could consider having a local non-profit community organization being an equity partner in the ownership of the project, whereby profits from the development would aid the non-profit organization in its provision of community services.

Some community resources include the following

Southeast Overtown/Park West Community Redevelopment Agency  
Cornelius Shiver, Esq., Executive Director  
49 NW 5 Street, Suite 100 Miami,

Overtown Community Oversight Board  
[Irving McKnight](#)~~[Saliha Nelson](#)~~, Chairperson  
1600 NW 3 Ave, Bldg. C  
Miami, FL 33128  
Telephone: (305) 573-8217

~~Overtown Civic Partnership & Design Center  
Philip Bacon, Executive Director  
Dorsey House  
250 NW Ninth Street Miami, FL 33136  
Phone: 305-416-3301 Fax: 305-416-3302  
[www.overtown.org](http://www.overtown.org)~~

The Black Archives, History & Research Foundation of South Florida, Inc.  
819 NW 2 Avenue, Miami, FL 33136  
Telephone: 305-636-2390  
Fax: (305) 636-2391

~~The Trust for Public Land  
7900 Red Road, Suite 25  
South Miami, FL 33143  
Telephone: (305) 667-0409  
[www.tpl.org](http://www.tpl.org)~~

BAME Development Corporation of South Florida  
245 NW 8th Street, Miami, Florida 33136  
Telephone: (305) 373-7233  
Fax: (305) 373-8915

[Overtown Merchants Association](#)  
[1951 NW 7th Avenue](#)  
[Miami, Florida 33136](#)

Telephone: (305) 424-8741

Collins Center for Public Policy  
150 SE 2nd Avenue Suite 703,  
Miami, FL 33134  
Telephone: (305) 377-4484  
www.collinscenter.org

St. Johns CDC  
David Alexander, President/CEO  
1324 NW 3 Avenue, Miami FL 33136  
Telephone: (305) 372-0682

St. Agnes CDC  
2031 NW 4th Court Miami FL 33136  
Telephone: (305) 573-6885

Mt. Zion CDC  
Don Patterson, Director  
301 NW 9 St, Miami, FL 33136  
Telephone: (305) 379-4147

The Overtown Youth Center  
Tina Brown~~Carla Penn~~, Executive Director  
450 NW 14th Street, Miami FL 33136  
Telephone: (305) 349-1204

Overtown Children and Youth Coalition  
Saliha Nelson, Chairwoman  
4000-1951 NW 7<sup>th</sup> Avenue  
Miami, FL 33136  
Telephone: (786) 477-5813  
overtowncyc@gmail.com

Overtown Merchants Association  
1951 NW 7<sup>th</sup> Avenue, Miami FL 33136

Local Initiatives Support Corporation (LISC)  
150 S. E. 2nd Ave., Suite 914  
Miami, FL 33134  
Telephone: (305) 381-7967  
Fax: (305) 372-1890  
www.liscnet.org

Greater Miami Convention & Visitors Bureau  
701 Brickell Avenue, Suite 2700, Miami, FL 33134  
Tel: (305) 539-3000 – Website: [www.miamianbeaches.com](http://www.miamianbeaches.com)

## **2.232.10 Neighborhood Context**

### **A. Historical Context**

**Commented [PB(3)]:** Called and checked on this organization. The phone number and email address are not functional, it seems as if the organization is no longer in existence.

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The Southeast Overtown/Park West Redevelopment Area encompasses one of the oldest residential and commercial areas of the City of Miami, although few structures of historic or cultural significance remain. Overtown and Park West each have their own historic past, but for practical reasons and proximity, their futures are linked together.

### 1) Overtown

"Overtown" is one of the oldest neighborhoods in Miami settled by African Americans about the time that Miami was founded in the 1890s. African Americans were not allowed to live in the other developing areas of Miami. Jobs available to Overtown residents were mostly associated with Henry Flagler's Florida East Coast (FEC) Railroad Company, the burgeoning tourist service industry, and agriculture. Like in many southern American towns, the African American community lived on the other side of the railroad tracks from most white families, closer to the citrus and pineapple farms. The name "Overtown" came from people saying that they were going "over town" to this neighborhood. It was also referred to in the past as "Colored Town."

The area grew and developed into a vibrant community. African Americans became business owners and established a viable economic community by constructing schools, homes, churches, hotels, apartments, theaters, night clubs and small neighborhood markets. In the 1920's and 1930's, N.W. 2<sup>nd</sup> Avenue was known as "Avenue G," and was a major corridor for entertainment, retail stores, and hotels. Dr. W.B. Sawyer built the first African American hotel in the area in 1921.

The population continued to grow until the early 1960's. Desegregation, urban renewal, the Neighborhood Development Program, and construction of the SR-836/I-395 and I-95 expressways significantly changed the character of the neighborhood and residents from Overtown were scattered and relocated. Economic, physical and social decay became pronounced and has progressively contributed to the decline in the area. Various planning efforts have taken place over the last few decades.

### 2) Park West

Most of the area currently referred to as Park West was part of the original "Miami" Subdivision platted in 1896 by the principal developers of the early City of Miami, Mary and William Brickell, Julia Tuttle, Henry Flagler, and the Fort Dallas Land Company. While the initial development of Park West focused on residential projects, it soon established a commercial character, in the form of warehouses, associated with its downtown location and proximity to the Port of Miami, when formerly located at the site of present day Bicentennial Park. The name "Park West" derives from this area being located "west" of the "park." Before 1964, this area was basically a warehouse and wholesale district related to the old port. When the port moved, so did the wholesale businesses and storage facilities. Few of the remaining businesses have any functional relation to the port now located on Dodge Island in Biscayne Bay. New warehouses and container storage areas are provided on Dodge Island and areas west of the Miami International Airport.

## B. 21st Century Context

The 1982 Southeast Overtown/Park West Redevelopment Area encompassed approximately 279 acres of land generally bounded by Biscayne Boulevard on the east; I-95 on the west; I-395 on the north; and NW 5th Street on the south. In 1986, the boundaries were expanded to include the areas bounded by NW 1st Street on the south, Metrorail right-of-way on the west, NW 5<sup>th</sup> Street on the north, and North Miami Avenue on the east. This Plan expands the SEOPW CRA boundary to include area bounded by NW 22nd Street on the north, NW 1st Place on the east, NW 5th Street on the south, and NW 7th Avenue on the west (referred to as "expanded area"). The expanded areas have a direct effect on the existing Redevelopment Area and present excellent redevelopment opportunities. It is an area of hard edges, heavily traveled highways to the west and north, and the less imposing but still a disruptive boundary created by the Metromover and Metrorail tracks to the east and south. Moreover, the Florida East Coast railroad tracks serve as a psychological and physical barrier dividing the area into Southeast Overtown to the west and Park West to the east. In preparation of this planning effort, an evaluation of the existing slum and blight conditions was conducted in the expanded CRA areas. This evaluation revealed that slum and blight conditions persist throughout, providing further justification for expanding the SEOPW CRA boundaries. Addressing and improving these conditions is a key purpose of this plan.

Despite its challenges, Southeast Overtown/Park West is advantageously situated between downtown Miami and the Omni area, Motion Picture/Media ("Media") District, and the Entertainment District, and is in close proximity to Miami Beach, Miami

International Airport, and the regional transportation system. What happens in the larger context will therefore shape and be shaped by what happens in Southeast Overtown/Park West. Located directly north of Overtown and Park West, the Omni Media and Entertainment Districts are currently undergoing a rapid transformation into a regional epicenter of the cultural and performing arts. Big Time Productions, Inc., a studio/production company, moved its headquarters from Miami Beach to the Omni area creating a movie production hub along NE 14th Street. Just east of Big Time Productions studio buildings is the new [Adrienne Arsht] Center for the Performing Arts of Miami-Dade County. The center includes a 2,200-seat symphony hall, a 2,480-seat ballet/opera house, and a 200-seat black box theater, and ancillary support and educational services. The completion of this exciting complex has served as a strong catalyst for redevelopment, a phenomenon that has been further enhanced by a concerted effort to attract media, arts, and entertainment related businesses and facilities to the neighborhood. South of Overtown and Park West, downtown Miami's central business district is a flourishing center of international business, finance, telecommunications, government and trade. With over 131,000 workers, 4,000+ hotel rooms, and attractions, such as the Bayside Marketplace, the American Airlines Arena, and the Miami-Dade Cultural Center, downtown Miami is a dynamic destination that has the potential to positively impact adjacent neighborhoods such as Southeast Overtown/Park West. Despite its dynamism, downtown Miami once lacked the residential component that was necessary to transform it into a true 24-hour city center. With the latest development boom of 2003-2007, several new residential and mixed-use development projects have been planned and/or constructed along [Biscayne Boulevard]. Most of these developments are viewed as market rate and luxury rate properties with limited accommodation for the middle class or working class citizens desiring an urban residence. With its advantageous location and untapped redevelopment potential, Southeast Overtown/Park West presents perhaps the best opportunity to develop a livable downtown core.

The City of Miami is proactively planning for the future of its neighborhoods, and there are a number of current initiatives that will have a direct impact on the Southeast Overtown/Park West Redevelopment Area, including the expanded area. Planning efforts, such as the "Baylink Draft Environmental Impact Statement" (DEIS), "The Park West Entertainment District Promenade Special Area Plan," "Biscayne Boulevard Special Area Plan," "Bicentennial Park Master Plan," "Downtown Transportation Master Plan," and "Overtown Greenprint Plan" are integral to the redevelopment of the area, and coordination between these efforts is key. Some of the more specific planning projects include: the Flagler Marketplace development in downtown Miami; redevelopment of the Omni Mall into a retail, entertainment and office complex; the newly redeveloped Margaret Pace Park in the Omni area; redevelopment of the historic Lyric Theater as the cornerstone of the planned Folklife Village in Southeast Overtown; and the planned extension of the 9th Street Pedestrian Mall in Park West. This Plan presents the best opportunity to integrate these initiatives into a cohesive vision for the area as a whole.

### **C. The Potential: A Livable City**

Well-located at the confluence of the Americas, Miami has emerged as the Western Hemisphere's international trading center and one of the world's most vibrant and dynamic metropolises. Founded in 1896, Miami quickly established itself as one of the nation's premier tourist destinations with its world-renowned climate and natural beauty. Tourism defined the economy for much of the last century and remains a major industry. Nonetheless, the last thirty years have seen an unprecedented diversification of Miami's economy, as its strategic location, excellent transportation linkages, and culturally diverse population have led to its ascent as the "Gateway to Latin America" and one of the nation's true international business centers. Greater Miami today is a cosmopolitan metropolis of over 2.7 million people, and a leading center of finance, trade, tourism and telecommunications

Despite these advantages, Miami has lacked one of the most important characteristics of great world cities — a walkable, mixed-use center that is a desirable place to work, play and live. Bathed in decorative neon light, the downtown Miami skyline beckons at night, which belies the fact that its streets are virtually deserted. Few of the approximately 131,000 people who work in downtown actually live there. At the close of each business day, they disperse to points north, east, south and west of Miami. While in the recent past, it is true that many would choose a suburban location regardless, it is also true that downtown Miami has a shortage of affordable housing and neighborhood services that would make it a viable alternative for those who would otherwise find it a desirable place to both live and work. In the past few decades, Miami has made a concerted effort to take advantage of the new economic realities of globalization and the rise of information technology. Its location provides a competitive advantage, as does a relatively well-developed privately initiated and funded technology infrastructure. While that may not have been enough, recent studies indicate that the businesses and workers of the new economy seek out and thrive in mixed-use environments that foster accessibility, social interaction, and the exchange of ideas. This has resulted in a reversal of trends of the 1970's and 1980's, which saw economic activity centers move from city centers to suburban office parks and "edge cities" that sprang up overnight. In contrast, the economic activity centers of the new economy are increasingly located in central city neighborhoods like San Francisco's Multimedia Gulch, the Digital Harbor in Baltimore, and downtown San Jose. With its strategic

location and untapped redevelopment potential, the Southeast Overtown/Park West neighborhood presents the best opportunity for the development of a thriving, mixed-use economic and activity center in Miami's downtown. This plan charts a course to fully realizing Southeast Overtown/Park West's possibilities.

#### D. Neighborhood Access

The southern part of the Overtown neighborhood is accessible by the County's Metrorail system, with train stops at the Historic Overtown/Lyric Theatre Station at 100 NW 6<sup>th</sup> Street, the Culmer Station at 701 NW 11<sup>th</sup> Street and the Government Center Station at 101 NW First Street. The County's Metromover System has a stop at the Wilkie D. Ferguson, Jr. Station at 90 NW 5<sup>th</sup> Street. Currently, the County's transit system offers seven (7) bus routes that traverse throughout or near this southern area of Overtown, connecting it with adjacent neighborhoods and the Metrorail system (Bus routes include 2, 6, 7, 95 Express, 211, 246, 277). Major vehicle access into the neighborhood is off of Interstate I-395 with an exit/entrance at Biscayne Boulevard and NW 11<sup>th</sup> Street and Interstate I-95 with an entrance/ exit at NW 3<sup>rd</sup> Avenue and NW 8<sup>th</sup> Street.

Interstate 95 (I-95) is a major route from Downtown Miami and the Overtown area. It continues north along the Atlantic coast of Florida, passing through or near various cities including Miami, Ft. Lauderdale, Boca Raton, Palm Beach, Melbourne, Daytona Beach and into Jacksonville, before entering into Georgia. Interstate 395 (I-395) is an interstate connection from the MacArthur Causeway connecting to Miami Beach on the east and connecting to State Road 836 (Dolphin Expressway) that runs to the west connecting to the Florida Turnpike, the Palmetto Expressway (SR 826) and continuing to the western part of the County out at NW 137<sup>th</sup> Avenue near NW 11<sup>th</sup> Street.

The southern part of the Overtown neighborhood is accessible by the County's Metrorail system, with train stops at the Historic Overtown/Lyric Theatre Station at 100 NW 6th Street, the Culmer Station at 701 NW 11th Street and the Government Center Station at 101 NW First Street. The County's Metromover System has a stop at the Wilkie D. Ferguson, Jr. Station at 90 NW 5th Street. Currently, the County's transit system offers seven (7) bus routes that traverse throughout or near this southern area of Overtown, connecting it with adjacent neighborhoods and the Metrorail system (Bus routes include 2, 6, 7, 95 Express, 211, 246, 277). Connection to the Brightline will soon be available. The Brightline provides express service with routes to Fort Lauderdale and West Palm Beach, with upcoming service to Miami and Orlando. Major vehicle access into the neighborhood is off of Interstate I-395 with an exit/entrance at Biscayne Boulevard and NW 11th Street and Interstate I-95 with an entrance/ exit at NW 3rd Avenue and NW 8th Street.

**Commented [PB(4)]:** Information in reference to Brightline added per the Commissioners request.

#### 2.242.11 Schedule

~~The Project construction phase shall be fast tracked and completed, as evidenced by an issued Certificate of Occupancy (CO), by no later than August 2020 obtained no later than three (3) years, commencing 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 lease negotiation with the Selected Proposer.

#### 2.252.12 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.

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, 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 (NTP) for the Proposer to commence construction work, once all requirements are met.

#### 2.262.13 Liquidated Damages



- A. In accordance with the Proposer Information document, Attachment A, Paragraph D (25), Proposers shall provide a proposed duration and project schedule for all work (design and construction activities-phase), commencing from the award date of the Lease Agreement to the issuance of the Certificate of Occupancy (CO). The Awarded Proposer shall be contractual obligated to complete the construction work-phase by obtaining an issued CO, within the time frame set forth in the Proposer's proposal, as the time frame may have been modified during the negotiation period.
- B. In the event of the Awarded Proposer's failure to provide the County a completed and accepted development, as defined by Paragraphs 2.11 and 2.12 above, the Awarded Proposer shall be subject to charges for liquidated damages in the amount of \$XXXX,00 for each and every calendar day the development is not deemed complete and accepted. This charge for liquidation damages may be in addition to other remedies and timetable requirements listed herein.

#### **2.272.14 Project Financing**

The Selected Proposer shall secure all necessary financing for the completion and maintenance of the Project throughout the life of the Lease Agreement. The Selected Proposer shall acquire and submit a term sheet and a letter of intent (or a commitment letter) from a lender indicating its willingness to lend an amount necessary for construction financing of the Project, or other documents indicating that the Selected Proposer has sufficient financing to complete the Project. See Proposer Information Document, Attachment A, Paragraph E, for additional requirements.

A major component of the County's assessment will be done through the evaluation of the Proposer's financial capacity. The scoring of the Proposer's financial capacity will be in accordance with Paragraph 4.2 "Evaluation Criteria".

Should the Selected Proposer fail, for any reason whatsoever, to secure or maintain adequate financing for the Project as approved by the County, as amended or described in the proposal submitted in response to this Solicitation, the County shall be free to seek another developer for the Project, and in doing so, terminate the lease agreement. In this instance, the Selected Proposer shall be responsible to pay the County an administrative fee. Such administrative fee shall include, but may not be limited to, re-procurement costs identified by the County.

#### **2.282.15 Payments to the County**

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

A. Initial Rent

Upon the Date of Award of the Lease Agreement, through the issuance of the Certificate of Occupancy for the Site, the Selected Proposer shall pay the County Annual Initial Rent.

B. Guaranteed Annual Rent

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

The Minimum Annual Guaranteed Rent shall be subject to an adjustment in accordance with an agreed upon annual escalation which reflects the increase in value of the property rights offered by this Solicitation over the years. The adjustment in Guaranteed Annual Rent may not, in any event, result in a decrease in the current amount of Minimum Annual Guaranteed Rent. The average adjustment may not exceed three percent (3%) per year or fifteen percent (15%) for any five year period.

C. Participation Rent

In addition to Annual Initial Rent or Guaranteed Annual Rent, Participation Rent shall be paid to the County. Participation Rent shall be a percentage of Gross Revenue generated by the Project in accordance with the terms of the resulting agreement. Gross Revenue shall be defined as all monies generated and/or derived and received, directly or indirectly,

by the Selected Proposer as a result of the Lease Agreement and will be in addition to the set guaranteed annual rent for each year.

Gross Revenue shall include, but not be limited to:

- (a) All monies received for the occupancy of space within the improvements or any portion of the demised premises (including any parking space), through subleases or licenses or other agreements.
- (b) Any monies realized in lieu of rents pursuant to claims asserted under any business interruption insurance, rental insurance proceeds, or excess property insurance.
- (c) All monies received as a result of granting certain rights to a third party such as the granting of easements and/or the right to install and/or use equipment in or on any part of the demised premises and/or improvements, including, but not limited to, advertising, directional signage and antennae,
- (d) All monies received by the Selected Proposer for the purpose of providing amenities, insurance coverage, security services, maintenance of common areas, equipment and facilities and replacement, betterments and/or additions to improvements, equipment and facilities located on the 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.
- (e) All monies received by the Selected Proposer for the sale or transfer of any part of the Project.

The Proposer's offer for rent shall be provided using Attachment B "Proposed Payment Schedule".

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

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

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

### 4.0 EVALUATION PROCESS

#### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. 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 criteria listed below, in accordance with Attachment A "Proposer Information Document". The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand five hundred (1500) points per Competitive Selection Committee member.

	<u>Technical Criteria</u>	<u>Points</u>
1.	<u>Proposer's Corporate Experience and Past Performance:</u> Proposer's relevant experience with residential and/or commercial developments, and qualifications	200

2.	<u>Key Personnel and Subcontractors Performing Services</u> : Relevant experience and qualifications of key personnel, including key personnel of Subcontractors/Consultants that will be assigned to this Project	200
3.	<u>Proposed Approach to the Development Project and Community Development &amp; Marketing</u> : Proposers specific plan and approach to develop the Site, <u>in accordance with Section 2 above</u>	350
4.	<u>Construction Phase Schedule</u> : Duration of Work from the award date to Final Completion	250
5.	<u>Financial Information</u> : Proposer shall be financially solvent to perform the service described in this RFP, based on the Proposer's Pro Forma Statement and Cash Flow Statement	200
<b>Price Criteria</b>		<b>Points</b>
6.	Proposed Initial Rent, Guaranteed Annual Rent and Participation Rent	300
<b>Total</b>		<b>1500</b>

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**4.3 Oral Presentations**

Upon evaluation of the technical 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 Selection Factor**

A Selection Factor is not applicable to this Solicitation.

**4.5 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

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

**4.6 Negotiations**

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the Board of County Commissioners –with its recommendation. The Board of County Commissioners will determine with which Proposer(s) the County shall negotiate, if any. The Board of County Commissioners County Mayor or designee, at its/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.

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

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

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### 4.7 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.

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

### 5.0 TERMS AND CONDITIONS

#### 5.1 Proposal Guarantee

The Proposer must submit a Proposal Guarantee in the amount of \$10,000 **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 lease is executed, unless returned earlier, at the County's discretion.

#### 5.2 Performance and Payment Bond

- A. Prior to commencing any construction and/or repairs to the Premises, or any structure or improvements on or about the Premises, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs, as determined by the County. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction of the Project, or any addition thereto, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be

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issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as the Miami-Dade Transit Department. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project.

- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond(s) shall be prior to the issuance of the NTP. The County may negotiate the amount of the bond(s) depending on the stagephase 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 be deemed an event of default, and the Lease, and any other ancillary agreement and/or documentation related to the Lease and/or this Solicitation shall be subject to termination at the sole discretion of the County.

### 5.3 Insurance Requirements

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

#### Design Phase

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the name of the Selected Proposer or in the name of the licensed design professional for this project in an amount not less than \$1,000,000 per claim.

#### Construction Phase

Contractor shall provide certificate(s) of insurance indicating the following insurance coverage prior to Commencement of Construction:

- A. Worker's Compensation Insurance for all employees of the Selected Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) under construction. The policy shall name the Selected Proposer and Miami-Dade County A.T.I.M.A.

#### Operation Phase

Contractor shall provide certificate(s) of insurance as follows:

- A. Worker's Compensation Insurance for all employees of the Selected Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Property Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be shown as a Loss Payee with respect to this coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1ST STREET  
SUITE 2340  
MIAMI, FL 33128

#### 5.4 Operations and Maintenance

The Selected Proposer is responsible for all aspects of operation and maintenance of all components of the Development.

#### 5.5 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 and remediation, if applicable, surveying, platting, application fees, etc. All off-site public improvements and/or infrastructure required for development of the Site (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 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.

#### 5.6 Marketing and Leasing

The marketing for potential tenants and/or occupants of the Project is the sole responsibility of the Selected Proposer. In carrying out this responsibility, the Selected Proposer shall comply with the County's policies and marketing requirements, which are, or will later be, designed to ensure that all available leasable space is marketed and leased as widely and fairly as possible. The marketing and leasing of available space may be monitored by County staff to ensure compliance with these requirements, as well as to ensure that the County will receive the agreed upon rent in a timely manner.

1. The Selected Proposer shall comply with all applicable federal, state, county, and local laws, orders and regulations ensuring compliance with any and all leasing methods and standards.
2. The Selected Proposer shall, annually, provide the County with a record of leasing on the Site.

#### 5.7 Property Taxes

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

#### 5.8 Art in Public Places Requirement

The Development is required to comply with the Miami-Dade Public Art Ordinance in accordance with Section 2.11.15 of the Miami-Dade County Code. In compliance with the Art in Public Places program (APP), the Developer shall set aside and transfer to APP a minimum contribution of 1.5% of the total costs of design and construction of the Development for the commissioning of a work(s) of art to be sited at this specific space. The Developer is encouraged to contact the Miami-Dade Department of Cultural Affairs to learn more about the potential opportunities and benefits of an early collaboration in achieving program compliance.

The Basic Services to be provided by the selected Proposer shall extend to include APP as more particularly described below:

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

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

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

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

Prior to the construction contract award, the selected Proposer shall provide technical support, including but not limited to assisting the Artist in the Development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Base Building Construction package. The selected Proposer shall itemize and assign building construction unit costs for work that is mutually agreed among Selected Proposer, County Project Manager, Artist, and APP to be consequential to the Art. The estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "de-scoping" to the building architecture due to assimilation within the Art Scope ("Building Credit"). The unit cost estimates described above may be used by APP to negotiate with the County Project Manager any reimbursement due to either the Project from the Art Fund or to the Art Fund from the Project as an aggregate to the APP 1.5% contribution.

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

## 5.9 Additional Requirements

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

### a) Vendor Registration

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

### b) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.



#### 5.10 Litigation, Defaults, Bankruptcies, Criminal History and Debarments

For the Proposer, any of its employees or subcontractors:

1. Identify any ongoing or known potential litigation with Miami-Dade County.
2. Provide information concerning any prior or pending litigation, either civil or criminal, which may affect the performance of the services to be rendered under the contract or lease resulting from this Solicitation, in which the Proposer, any of its employees or Subcontractor(s) is or has been involved.
3. List any projects on which the Proposer, its parent(s), or any subcontractor has defaulted. Explain the circumstances of such default(s).
4. List any projects on which the Proposer, its parent(s), or any subcontractor has filed for bankruptcy. Explain the circumstances of such bankruptcy(ies).
5. List any criminal indictments and felony or fraud convictions of Proposer, its parent(s), any subcontractor or any principal of any of those entities.
6. Identify any debarments for government contracts by Proposer, its parent(s), any subcontractor or any principal of any of those entities.

Note: After proposal submission, but prior to the award of any contract issued as a result of 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.

**6.0 ATTACHMENTS**

Draft Form of Agreement

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 Proposer Information Document

Attachment B Proposed Payment Schedule

Attachment C Sample Pro Forma Statement

Attachment D Sample Lease Agreement

Exhibit A Block 45 Aerial View

Exhibit B Block 45 Location Map