

# DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

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

Requisition/Project No: RFP-01423

TERM OF CONTRACT: 1) 10 year with 4 10-year options-to-renew  
2) 30 year with 2 10-year options-to-renew

Requisition/Project Title:- Development, Management, and Operation of Haulover Park

**Description:** MDC soliciting proposals from qualified firms, corporations, joint ventures, partnerships, individuals, or other legal entities ("Proposers") to design, develop, construct, and later assume management, programming, and operation of built Elements at Haulover Park. Elements may include restaurants, pier, beach and inter-coastal concessions, marina, vehicular/pedestrian circulation, and other related amenities and infrastructure to support the proposed development within the Haulover Park area. Any Element proposed must be in support of a public park purpose

User Department(s): PROS Bernie Rodriguez 305-755-7872

Issuing Department: ISD-SPD Contact Person: Amy Cordova-Jimenez Phone: 305-375-3054

Estimated Cost: REVENUE GENERATING Funding Source: \_\_\_\_\_ REVENUE GENERATING: YES

## ANALYSIS

Commodity/Service No. 90638 – General construction 90672 – Recreation Facilities (Parks, Marinas, etc.) 90698 – BBC Construction projects 95990 – Waterfront Construction Services Including Piers, Docks, Decking, etc. (includes Maintenance and Repair) 96115 – Concession, Catering, vending : SIC:			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

## RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Amy Cordova-Jimenez

Date to SBD: 10/07/2019

Date Returned to SPD: \_\_\_\_\_



REQUEST FOR PROPOSALS (RFP) NO. \_\_\_\_\_  
FOR

**DESIGN, DESIGN, PERMITTING, PLATTING, CONSTRUCTION, CONSTRUCTION  
MANAGEMENT, OPERATION, BUSINESS PLANNING, MAINTENANCE, AND MANAGEMENT  
OF HAULOVER PARK**

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Development, Management, and Operation of Haulover Park

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**PRE-PROPOSAL CONFERENCE AND SITE VISIT TO BE HELD:**

\_\_\_\_\_, 2019 at \_\_\_\_:00 AM (local time)  
Haulover Park – Bill Bird Marina Dock Master’s Building  
10800 Collins Avenue, Multipurpose Room  
Miami Beach, Florida 33154  
A Site Visit will immediately follow.

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
For Parks, Recreation and Open Spaces (PROS) Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Amelia M. Cordova-Jimenez, Procurement Contracting Officer III  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3054  
E-mail: [Amelia.Cordova-Jimenez@miamidade.gov](mailto:Amelia.Cordova-Jimenez@miamidade.gov)

**PROPOSAL RESPONSES DUE:**

**INSERT DATE AND TIME**

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

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**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, herein referred to as the "County", as represented by the Parks, Recreation and Open Spaces Department (PROS), is soliciting proposals from qualified firms, corporations, joint ventures, partnerships, individuals, or other legal entities ("Proposers") to design, develop, construct, and later assume management, programming, and operation of built Elements at Haulover Park. Elements may include restaurants, pier, beach and inter-coastal concessions, marina, vehicular/pedestrian circulation, and other related amenities and infrastructure to support the proposed development within the Haulover Park area. Any Element proposed must be in support of a public park purpose.

The selected Proposer must have successful food service, fishing, beach, marina, operations, and marketing experience, as well as successful experience in any additional proposed Element. The selected Proposer must also possess adequate financial capacity to manage, operate, and maintain each proposed Element year-round.

The Miami-Dade County Department of Parks, and Recreation & Open Spaces ("PROS") services approximately 25 million people per year who use County parks, attend County events and participate in County programs. A three-time winner of the National Gold Medal for excellence in park and recreation administration and the only municipal park system of its size to be awarded National Accreditation from the Commission on Accreditation of Park & Recreation Agencies, PROS is one of the busiest and largest leisure service agencies in the United States. PROS received the 2009 and 2013 Governor's Sterling Award, which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations, and is the first park and recreation agency in the State of Florida to receive this Award. PROS maintains and programs more than 270 parks, recreation facilities and greenway areas, and provides park and recreation services to a resident population of nearly two million. For additional information on PROS, please visit their website at <http://www.miamidade.gov/parks>.

Haulover Park (the "Park") is a heritage park and a significant coastal beach park operated by Miami-Dade County. Since the late 1940s, the Park has served residents and visitors from the central and northern portions of the County seeking a natural tropical setting for swimming, fishing, picnicking, boating and other leisure activities. The Park is over one (1) mile in length, located between Sunny Isles to the north and spectacular Bal Harbour to the south, and occupies land adjacent to both the Atlantic Ocean and Biscayne Bay, and provides the only ocean access (Haulover Cut) from downtown Miami's Government Cut to Port Everglades in Fort Lauderdale. Haulover Park is one of the most important and valuable assets in the County Park System, not only from a cultural heritage and recreational perspective, but also based on its comparable real estate value. The County is in the process of conducting an appraisal of the entire Park to determine that current real estate value.

Miami-Dade County, herein referred to as the "County", as represented by PROS, is soliciting proposals from qualified firms, corporations, joint ventures, partnerships, individuals, or other legal entities ("Proposers") to design, develop, construct, and later assume management, programming, and operation of built Elements at Haulover Park. Elements may include restaurants, pier, beach and inter-coastal concessions, marina, vehicular/pedestrian circulation, and other related amenities and infrastructure to support the proposed development within the Haulover Park area. Any Element proposed must be in support of a public park purpose.

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Which is Arial Narrow 11, different margins

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The selected Proposer must have successful food service, fishing, beach, marina, operations, and marketing experience, as well as successful experience in any additional proposed Element. The selected Proposer must also possess adequate financial capacity to manage, operate, and maintain each proposed Element year round.

Though the County will maintain ownership of the land and any improvements built thereon, as well as derive financial remuneration from them, each Element will be privately managed. Therefore, each Proposer must take into account the long-range costs and responsibilities of managing, operating, and maintaining the selected Elements.

In order to be considered responsive, a Proposer must submit a Proposal containing one or more of the following minimum Elements for development:

- Bill Bird Marina Restaurant Element;
- Pier Element;
- Pier Restaurant Element; and
- Southern Promenade Element.

with all Elements including all required associated infrastructure such as parking, etc. Elements are described in further detail in Section 2.6, Project Elements.

The County anticipates awarding up to two (2) Agreements for the turn-key development, management, and operation of all proposed Haulover Park Elements which includes, but may not be limited to, all design, permitting, platting, construction, construction management, operation, business planning, maintenance, management, etc., subject to County review and approval, as follows:

- One Agreement is anticipated to be awarded for the Bill Bird Marina Restaurant for up to a ten (10) year period. The County, at its sole discretion, may renew the Bill Bird Marina Restaurant Agreement for up to four (4) additional ten (10) year periods; and
- One Agreement is anticipated to be awarded for all other Elements for up to a thirty (30) year period. The County, at its sole discretion, may renew the Agreement for all other Elements for up to two (2) additional ten (10) year periods.

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

**Solicitation Issued:** October 4, 2019

**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 PROS ADA Coordinator at (305) 755-7848 or email [mary.palacios@miamidade.gov](mailto:mary.palacios@miamidade.gov) at least five (5) days in advance. Refer to Section 1.6, Pre-Proposal Conference / Site Visit.

After conclusion of the pre-proposal conference, a site visit will take place immediately following. Proposers interested in attending must provide their own transportation. Site visit start time is dependent on the length of the pre-proposal conference.

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**Deadline for Receipt of Questions:** TBD

**Proposal Due Date:** See front cover for date and time.

**Evaluation Process:** TBD

**Projected Award Date:** TBD

## 1.2 Definitions

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

1. The word **“Agreement”** to mean the contract entered between the Contractor and Miami-Dade County for Rides Installation and Operation at Zoo Miami.
2. The words **“Beach Concessions”** to mean a discreet Service to be provided by selected Proposer as further described in Section 2.6.4.6, Beach Concessions Element.
3. The words **“Beach Location”** to mean a location to provide the Beach Concessions Element and as shown in Beach Activity Area (Attachment F) . .
4. The words **“Bill Bird Marina”** to mean a named marina within Haulover Park as further described in the first paragraph of Section 2.6.2, Bill Bird Marina Restaurant.
5. The words **“Business Hours”** to mean the hours of the day in which Zoo Miami is open for business. Zoo Miami is open every day from 10:00 A.M. to 5:00 P.M. with the following exceptions:  
Thanksgiving Day from 10:00 A.M. to 3:00 P.M.  
Christmas Day from 12:00 P.M. to 5:00 P.M.
6. The word **“Contractor”** to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
7. The word **“County”** to mean Miami-Dade County, a political subdivision of the State of Florida.
8. The words **“Date of Beneficial Occupancy”** to mean the date after which Haulover Park Elements are complete and Certificate of Occupancy is issued.
9. The word **“Days”** to mean calendar Days, unless specifically stated otherwise.
10. The words **“Development Team”** to mean the group of persons who develop and construct the Haulover Park Elements, to include the principal(s) submitting the Proposal, if the County enters into a development and operations agreement for the Site.
11. The word **“Elements”** to mean discreet components to be developed by selected Proposer as further described in Section 2.6, Project Elements, and as shown in General Plan, Revised (Attachment D).
12. The words **“General Plan”** to mean the park plan approved by the Board that sets general guidelines for use with regard to public need for facilities, its impact upon the surrounding community, and other similar considerations.

13. The words “**Gross Receipts**” to mean all receipts from the sale of services or merchandise by Contractor(s), sold in, upon, or from the Site, including such sales as shall in good faith be credited by Contractor(s) in the regular course of its business by personnel employed at the time of sale at the Site, including mail, e-mail, and telephone orders received at the Site and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Contractor(s) for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Contractor(s)’s trade fixtures, operating equipment, or other property used by Contractor(s) in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when Services or merchandise has been served, shipped, or delivered or when charged against the purchaser on the books of Contractor(s), whichever of such events shall first occur.
14. The words “**Gross Revenue**” to mean all revenues generated by the selected Proposer and authorized third-party entities arising out of or relating to the provision of all activities or items for which a price, charge, trade/barter or fee is imposed, as well as all revenues or other consideration charged for or received by the selected Proposer, as herein defined, for all services rendered, all sales made, and all transactions engaged in under the authority of this Agreement from any source whatsoever and whether such activities were on the Site or off-Site. Gross Revenues further includes, but is not limited to, those revenues received from the rights paid to Proposer for the use or licensing of all media, the sales of all media, from ticket sales, from sponsorship sales, tournament parking, concession revenues, retail revenues, advertising space and/or services, hospitality sales, merchandise (including without limitation retail, wholesale, direct response, mail order, internet or otherwise). All third-party contracts shall be in writing and on market terms. If such conditions are not on market terms and/or have resulted in a direct or indirect tangible economic benefit to Proposer, then the actual market value of the economic benefit provided shall be included in Gross Revenue. The only revenues and other considerations which may be excluded from Gross Revenues are taxes imposed by law and paid by a customer and directly payable by selected Proposer to a taxing authority, credit card processing fees, and pass-through or reimbursable expenses paid by third parties through the selected Proposer to another third-party.
15. The words “**Haulover Park**” and “**Park**” to mean an approximately 232-acre property, identified by Folio 30-2214-008-0010, located at 10800 Collins Avenue in unincorporated Miami-Dade County.
16. The words “**Management/Operations Team**” to mean the group of persons managing and operating the array of Elements and other essential tasks within Haulover Park, to include the principal(s) submitting the Proposal, if the County enters into subsequent development and operations agreement for the Site.
17. The word “**Pier**” to mean a structure leading out from the shore into a body of water.
18. The word “**Promenade**” to mean a multi-use path around the park for use by pedestrians for walking, cycling, etc. that connects Elements as shown in General Plan, Revised (Attachment D).
19. The word “**Proposal**” to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.

20. The word “**Proposer**” to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a response to this Solicitation, to include development and management and operations teams, to be used interchangeably.
21. The words “**Restaurant**” and “**Restaurant Elements**” to mean a place where people pay to sit and eat meals that are cooked and served at the Park in accordance with Section 2.0, Scope of Services and any and all related Attachments.
22. The words “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
23. The words “**Site**” to mean the portion of Haulover Park depicted in Location Map (Attachment C), for proposed Elements.
24. The word “**Solicitation**” to mean this Request for Proposals (RFP) document and all associated addenda and attachments.
25. The word “**Subcontractor**” or “**Subconsultant**” 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.
26. The word “**Utilities**” to mean services used or consumed such as, but not limited to, electricity, gas, water, and sewerage.
27. The words “**Work**”, “**Services**”, “**Program**”, or “**Project**” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### **1.3 General Proposal Information**

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

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a 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) 375-512.

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~~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.

#### 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 after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs 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 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 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 Pre-Proposal Conference/Site Visit**

It is highly recommended that Proposers attend the pre-proposal conference to become familiar with any conditions which may, in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting a proposal; including, but not limited to understanding the characteristics of the Ride. No additional allowances will be made because of lack of knowledge of these conditions.

**The Pre-Proposal Conference will be held, \_\_\_\_\_ day, October \_\_\_\_\_, 2019 at \_\_\_\_\_:\_\_\_\_\_.M. (local time), at Haulover Park – Bill Bird Marina Dock Master’s Building, 10800 Collins Avenue, Multipurpose Room, Miami, Florida 33154. A Site Visit will immediately follow.**

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Proposers shall arrive promptly as the meeting will start on time. Proposers are requested to bring a copy of the solicitation to the pre-proposal conference, as additional copies will not be available. This meeting is exempt from the ‘cone of silence’, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the pre-proposal conference.

#### **1.7 Communication with Competitive Selection Committee Members**

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

#### **1.8 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.

### **1.9 Lobbyist Contingency Fees**

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.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.10 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer 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.

### **1.11 Contract Measures**

Pursuant to Sections 10-33.02 and 2-10.4.01 of the Code of Miami Dade County (Code) which governs the procurement of Construction, Design, Architecture and Engineering Services, all privately funded design and/or construction with a total value over \$200,000 must comply with the Code which governs the County's Small Business Enterprise (SBE) Programs. The selected Proposer shall submit or cause to be submitted the Design and Construction packages to the Small Business Development Division of the Internal Services Department (SBD/ISD) prior to advertisement and or award for review and determination of the appropriate small business program measures. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned Code sections.

Proposer shall comply with the provisions of Miami-Dade County's Responsible Wages and Benefits Ordinances (Section 2-11.16 of the code of Miami-Dade County) wherein, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Proposals shall also include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the Contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease, if applicable. Selected Proposer shall be responsible to the County for payment of compliance monitoring costs and any penalties found due. Proposers shall submit a completed copy of the Residents First Training and Employment Program Responsible Contractor/Subcontractor Affidavit Form with their proposal.

## 2.0 SCOPE OF SERVICES

### 2.1 General Information

The Miami-Dade County Department of Parks, and Recreation & Open Spaces ("PROS") services approximately 25 million people per year who use County parks, attend County events and participate in County programs. A three-time winner of the National Gold Medal for excellence in park and recreation administration and the only municipal park system of its size to be awarded National Accreditation from the Commission on Accreditation of Park & Recreation Agencies, PROS is one of the busiest and largest leisure service agencies in the United States. PROS received the 2009 and 2013 Governor's Sterling Award, which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations, and is the first park and recreation agency in the State of Florida to receive this Award. PROS maintains and programs more than 270 parks, recreation facilities and greenway areas, and provides park and recreation services to a resident population of nearly two million. For additional information on PROS, please visit their website at <http://www.miamidade.gov/parks>.

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Haulover Park (the "Park") is a heritage park and a significant coastal beach park operated by Miami-Dade County. Since the late 1940s, the Park has served residents and visitors from the central and northern portions of the County seeking a natural tropical setting for swimming, fishing, picnicking, boating and other leisure activities. The Park is over one (1) mile in length, located between Sunny Isles to the north and spectacular Bal Harbour to the south, and occupies land adjacent to both the Atlantic Ocean and Biscayne Bay, and provides the only ocean access (Haulover Cut) from downtown Miami's Government Cut to Port Everglades in Fort Lauderdale. Haulover Park is one of the most important and valuable assets in the County Park System, not only from a cultural heritage and recreational perspective, but also based on its comparable real estate value. The County is in the process of conducting an appraisal of the entire Park to determine that current real estate value.

Haulover Park, an approximately 232-acre property, is identified by Folio 30-2214-008-0010, and is located at 10800 Collins Avenue, in unincorporated Miami-Dade County, as shown in Location Map (Attachment C). The Park property lies between the Atlantic Ocean on the east and Biscayne Bay on the west, Sunny Isles Beach on the north and Bal Harbour on the south. As a Regional park, it provides access to beaches and boating for the entire County, and predominantly serves northern Miami-Dade County, including Sunny Isles Beach, Bal Harbour, North Miami, North Miami Beach, Aventura and other municipal areas. Refer to Location Map (Attachment C).

Commented [JM(8)]: This info is repeated at the Project Site. Need to consolidate.

The last five (5) years' annual yearly attendance for the Park, based on the number vehicles (estimated number of visitors per vehicle is 2.5) is as follows:

- FY 2017-2018 – 1,065,648 visitors
- [need FY 16/17, 15/16, 14/15]
- FY 2013-2014 – 712,078 visitors

Included in the above numbers are the following:

- Clothing Optional Beach – FY 2013-2014 – 339,295 visitors
- Boat Ramp – FY 2013-2014
  - 24,238 visitors on weekends
  - 7,203 visitors on weekdays

Commented [PP(9)]: Pending updated information from Operations.

The Park's existing amenities are as follows:

- 1) Haulover Beach is comprised of 1.4 miles of beach front along the Atlantic Ocean
- 2) Bill Bird Marina is comprised of 950 linear feet of breakwater along the Intracoastal Waterway
- 3) The Marina has 125 recreational boat slips
- 4) Six (6) public boat launch/retrieve ramps
- 5) One (1) fuel dock
- 6) Nine (9) public restrooms
- 7) Four (4) shelters/pavilions located in the Park
- 8) 2,460 parking spaces parking spaces shared by marina, boat ramp, concessions, and beach goers
- 9) Two (2) proposed restaurant sites
- 10) One (1) dry rack boat storage facility
- 11) One (1) concession facilities at the dry rack boat storage facility
- 12) Space for fifteen (15) Commercial fishing/charter boats
- 13) One (1) bait & tackle store at the marina
- 14) One (1) mobile concession vendor on the beach
- 15) 21,900 linear feet of pedestrian walk/promenade
- 16) One (1) dog park and dog beach program area

The majority of the existing amenities listed above are currently operated by PROS. However, there are a number that are currently being operated by third party Contractors. Those are as follows:

Short term:

- 1) One (1) mobile concession vendor on the beach
- 2) Bicycle rental vendor
- 3) Food truck event vendor
- 4) Kite store vendor
- 5) Kids beach soccer vendor (pending)
- 6) Tree trimming / coconut removal vendor (pending)

Long term:

- 1) One (1) Fuel dock
- 2) One (1) Dry rack boat storage facility
- 3) One (1) Sundries concession at the dry boat storage facility
- 4) One (1) Bait & tackle store at the marina
- 5) One (1) Drift fishing boat fleet
- 6) One (1) Boat ramp (pending)

The County is limited to providing the Site as-is, where-is, without further contribution except as stated in Section 2.9, General Obligation Bond Funding.

It is the responsibility of each Proposer, before submitting a proposal, to:

- 1) Examine every component of this Solicitation, plans, environmental assessment and other associated information (which may not be provided by the County), as well as the draft agreement documents included in this Solicitation thoroughly and notify the County of all conflicts, errors or discrepancies in the documents that may affect submission of a Proposal, prior to deadline for receipt of questions stipulated in Section 1.1, Introduction.
- 2) Visit the Site to become familiar with conditions that may affect costs, progress, performance, and/or furnishing of the Work.
- 3) Take into account federal, state and local laws, regulations, permits, and ordinances that may affect costs, progress, performance, and/or furnishing of the Work.

Further information regarding PROS and Haulover Park can be found at the following website: <http://www.miamidade.gov/parks/haulover.asp>.

## **2.2 Project/Site Location and Description**

Haulover Park, an approximately 232-acre property, is identified by Folio 30-2214-008-0010, and is located at 10800 Collins Avenue, in unincorporated Miami-Dade County. The Board of County Commissioners (the "Board") approved a revised General Plan for Haulover Park in 2012, as provided in General Plan, Revised (Attachment D). To further explore community interest and involvement in this development project, PROS held a series of public meetings in 2015 with user groups, community residents, and the development community. Based on those meetings and research of comparable facilities, PROS seeks to fully develop the General Plan's key Project Elements as further described in Section 2.6, Project Elements. To continue the build out of the General Plan, Proposers shall include the following Elements: Oceanfront Restaurant on Southernmost Beach Side Element, Pier Element, Beach Concessions Element, Bill Bird Marina Restaurant Element, Amphitheater and Intracoastal Concessions Element, Public Restrooms Element, and optional Elements including Bill Bird Marina Element. Proposals with substantial deviations from the General Plan may require a Governmental Facilities Hearing and that the Board approve an update to the General Plan for Haulover Park, prior to execution of any Agreement resulting from this Solicitation.

## **2.3 Existing Site Conditions**

The Site and any existing Elements are offered "as-is, where-is" by the County for the development, operation, and management of Haulover Park. The Site may or may not be currently served by water, sanitary sewer, electric, telephone, and other Utilities. Plans/documents showing any known underground Utility installations may be viewed in the Parks Department upon proper scheduling with the Procurement Contracting Officer as referenced on the cover of this Solicitation. Utility information that may be provided by the County is not guaranteed for completeness or accuracy and shall be used as informational purposes only. Proposers must undertake their own due diligence to identify any and all site constraints, easements, encumbrances, etc. and shall be responsible for any costs of remediation and compliance of the Site. Proposers shall be solely responsible for all connection fees, design, construction, permitting, and installation costs associated with the development of the Scope of Services. Proposers shall, at its sole expense, address as part of their Proposal any inconsistency or needs between the existing condition and the conditions needed for proposed use.

The proposed project must conform to all flood zone and shoreline development criteria (i.e., including, but not limited to, Flood Zone Coastal Categories, etc.) as set forth by the County and the Federal Emergency Management Administration.

#### **2.4 County Intent and Objectives**

The primary development objective for Haulover Park is to partner with a Contractor who shares a commitment to design excellence and possesses the capacity to finance and build truly beautiful park Elements for public use. The design should be groundbreaking, transformational for the community and PROS, and sets new standards in the Park and Recreation industry. PROS is a national leader and what is built should be nothing less than extraordinary, applying design principles that are time tested in parks throughout the country that will endure as iconic, functional, and aesthetically pleasing for decades to come.

The County's primary intent of this Solicitation is to receive proposals for all Elements as defined in Section 2.6, Project Elements. Proposals that do not include all Elements or otherwise do not keep with the intent and objectives as described in this Solicitation will be scored accordingly. It is also the County's intent to: 1) leverage existing General Obligation Bond (GOB) monies for essential park infrastructure by maximizing revenue and minimizing costs through a partnership model where the County and selected Proposer will share an agreed upon percentage of profits generated by the selected Proposer, and 2) significantly expand the use, number, and diversity of activity and events taking place within Haulover Park in accordance with the approved General Plan.

#### **2.5 County Operation Requirements**

Haulover Park is a publicly owned County park which shall operate and remain open to the public during hours consistent with public demand. Services shall be performed in accordance with any applicable laws, including federal laws and regulations, State of Florida laws and regulations, and County ordinances and regulations. There shall be no property entrance fee, but there may be parking and rental charges as necessary. The County seeks to ensure and retain public access and use, but it does not preclude the selected Proposer from scheduling special events that do not eliminate public access to other areas while reserved uses take place. The County will not permit the selected Proposer to offer exclusive use of a proposed Element to the exclusion of public use and access. Notwithstanding the occasional special events, all use of the remainder of the Park shall not be exclusive and unreasonably restricted to public access.

The County anticipates the development of Haulover Park Elements to be fiscally sustainable for the selected Proposer and require no capital or operational support from the County over what is specified in the solicitation. All proposed Elements are to be planned, designed, permitted and constructed, operated and maintained at the Proposer's sole expense. The County shall retain ownership of all real property and all developments thereon.

#### **2.6 Project Elements**

In accordance with the approved General Plan and any applicable laws, including federal laws and regulations, State of Florida laws and regulations, and County ordinances and regulations, the County is seeking development and subsequent management, maintenance, and operation services at Haulover Park. Elements/Services for development, management, maintenance, and operation are listed below in no particular order, and include restaurants, special events, and other items as set forth herein. As part of each Element, the selected Proposer shall, in conjunction with County staff and subject to County technology requirements, install and maintain an IT infrastructure for the Element that has the capacity for free safe and secure public wi-fi access, security cameras, parking technology, etc. and which will allow for any future technology upgrades, enhancements, and integration with County IT infrastructure and services.

*(Note: Any proposed wi-fi service must include a cost-effective and practical method, such as a web content filter, that creates a safe browsing environment for the patrons, which prevents the exposure of obscene and potentially harmful website content to minors and protects users from the risk of web-borne threats. While utilizing such a solution, the successful Proposer can restrict*

**Commented [PP(10):** Language provided by Ray Diaz  
8/13/19.

access to high-bandwidth or video streaming services that will degrade the wi-fi service. In addition to creating a more family-friendly atmosphere, locations that implement an Internet content filter for public hotspots are able to prevent illegal activity from occurring over their network and have greater control over their bandwidth and resources.)

Commented [PP(11)]: Proposed wi-fi/IT language added per A.D. request.

### 2.6.1 Pier Restaurant on Southernmost Beach Side Element

The Pier Restaurant location is comprised of: a) a one (1) acre restaurant site located in the southeastern-most point of the Park, immediately adjacent to the Atlantic Ocean beach to the east and the Bakers Inlet to the south (Pier and Beachfront Locations (Attachment F)); b) a jetty/pier for viewing and recreational fishing; and c) four (4) acre beach recreation area upon which programs, events, and concessions should be made available as options to patrons. Outside of the Pier Restaurant location, but required for its operation, is associated beach activity area, paved parking, vehicular circulation, fishing Pier, and pedestrian connectivity.

This location formerly supported the old Lighthouse Restaurant that successfully operated in the Park until the early 1970's. On this location, the selected Proposer shall plan, design, construct, operate, manage, and maintain: 1) a turn-key casual waterfront Restaurant; 2) beach recreational activity area; and 3) vehicular and pedestrian circulation, all designed for day and evening use.

The Pier Restaurant shall be designed to enhance the Haulover Park experience, while providing a venue where daytime park, pier, and beach patrons can combine with evening social and event visitors. The design, atmosphere, and type of restaurant desired by the County is a Miami Moderne architectural style building that generally conforms to architecture and landscape architectural features within the Haulover Park Design Guidelines and the Miami-Dade County Park Structure and Landscape Pattern Book (located respectively at Haulover Park Design Guidelines (Attachment E) and <http://www.miamidade.gov/parks/library/park-pattern-book.pdf>) that serves beach goers, boaters, surfers, fishermen, and other park users with indoor and outdoor food service, retail and related outdoor areas that take advantage of the natural resources and cultural heritage experience of the Park. The Restaurant design should specifically incorporate sound reducing features that limit or diminish sound from impacting adjacent residential areas to the south.

Proposer shall develop the Pier Restaurant Element taking into consideration the following requirements and any other relevant information contained or not contained within this Solicitation. Proposers are not authorized to provide or include modifications to the area within which the Restaurant/Pier/Parking areas are located. Any exceptions to this Element may deem a Proposer non-responsive.

Restaurant/Retail Facility. In order to complete General Plan requirements, the Restaurant shall be constructed at the intersection of the Waterfront Promenade and proposed Pier/jetty Elements and placed on the Pier Element. The Pier Restaurant Element shall be constructed as an amenity to complement the fishing Pier. Failure to propose a Pier Restaurant located on the Pier, will not deem a Proposal non-responsive, however, Article 7 restrictions will take effect (see Article 7 of the Home Rule Amendment and Charter(Attachment O)). Should a Proposer propose to locate the Pier Restaurant away from the Pier, the following restrictions shall take effect:

- 1) The entire Pier Restaurant Element premises shall not exceed one (1) acre (43,560 square feet) in size, inclusive of all indoor/outdoor food and beverage service, related retail, open recreational area, back of house support, adjacent upland portion of Pier

and perimeter buffer.

- 2) The footprint for any indoor, enclosed air-conditioned portion of the Pier Restaurant may not exceed a footprint of 9,000 total square feet, inclusive of entry, kitchen, indoor dining, ancillary retail, storage, offices and other air-conditioned support spaces.
- 3) Any additional outdoor covered/uncovered spaces for non-enclosed food, beverage, recreation and restaurant space may not exceed a 16,000 square feet footprint. The outdoor spaces should specifically include recreational activities tied to beach, fishing, boating and surf use that creates a seamless transition between upland and beach use.
- 4) The remaining upland portion of the Pier, perimeter buffer and any back of house areas shall not exceed the balance of 43,560 square feet footprint of permissible spaces.

Restrictions to the Restaurant area do not limit its design to one story; however, any single or multi-level layout must minimize noise and light disturbances to adjacent residential areas. Furthermore, the design and operation of all spaces shall be sea turtle compliant (Florida's Marine Turtle Protection Act 379.2431, F.S.) and associated guidelines.

It is expected that the Pier Restaurant Element may include live entertainment; however, sound levels shall be kept at levels that do not disturb surrounding businesses and neighbors. At no time may the Pier Restaurant Element be operated as a nightclub and all outside music must be reduced by 11:00PM such that complaints are not received from residents south of the property. The County in its sole and absolute discretion shall determine whether the Restaurant is being used as a nightclub.

It is expected that the Pier Restaurant Element will be promoted through marketing and other social media. PROS will not permit the utilization of outside surfaces of the Restaurant Element for the purposes of commercial advertising for non-site related activities (other than building and free-standing signage otherwise provided in the negotiated Agreement and attachments thereto) unless otherwise deemed acceptable by PROS.

The Pier Restaurant Element staff shall, during their work hours, be distinctively uniformed so as to be distinguishable as the Restaurant Element staff and not as employees of the County.

**Parking.** The Proposer shall provide for all public parking needed by the location for restaurant, retail and/or fishing pier uses at service levels and capacities to comply with the County Code, and to comply with the approved General Plan, as detailed in General Plan Revised (Attachment D).

The County currently has an executed parking services agreement with Off-Street Parking a/k/a Miami Parking Authority (MPA), an agency and instrumentality of the City of Miami. The MPA operates, manages, and maintains the pay-by-phone and pay-by-plate parking system in use at Haulover Park and monies accrue to the County with MPA being paid on a management fee basis. The County can choose, in its best interest, to terminate the parking services agreement with MPA should Proposer submit a proposal to operate all parking services.

The selected Proposer must make improvements to existing paved parking area as well as potentially converting other paved parking lot(s) into a parking area suitable to support day and evening use of the restaurant and pier areas. This includes upgrading paving, lighting, circulation, drainage, and landscaping needed to conform to the General Plan to satisfactorily retain the 250 existing parking spaces without reducing existing beach



access, as well as adding new parking areas for the new restaurant and pier use, as determined by all applicable regulatory agencies.

It is the selected Proposer's responsibility to modify, improve and/or augment at its expense the number of parking spaces in order to maintain the number of Miami-Dade County Code required spaces for its use, as well as those needed by the other users of that lot. Furthermore, the adjacent parking lot is offered in "as-is" condition.

- 1) Land required for public Pier and Pier Restaurant parking shall be provided at no cost by the County and parking improvements by the Proposer will not result in any increase to proposed lease fees or real estate taxes.
- 2) In all parking areas, improved or not by the selected Proposer, the County will maintain ownership and property control.
- 3) The selected Proposer will have non-exclusive access to all parking areas, except where the County deems necessary for the selected Proposer to have exclusive control over certain parking areas for valet and employee parking.

Vehicular and Pedestrian Circulation. In order to complete General Plan requirements in the vicinity of the Pier Restaurant Element, the County will require the Proposer to make improvements to related vehicular and pedestrian circulation within and adjacent to the parking area. Vehicular circulation will address improvements to roadway traffic flow and the provision of additional parallel parking along the Park access road immediately in the vicinity of the Pier Restaurant Element. Pedestrian circulation will address the improvement of the Southern Promenade immediately adjacent to the Pier Restaurant, and the installation of sidewalks and crossing areas from the roadway to the Pier and Pier Restaurant area through to the Southern Promenade.

Waterfront Promenade. The selected Proposer shall design, permit, and construct a pedestrian and bicycle path/promenade (or make improvements to existing) adjacent to the Pier Restaurant that shall be a minimum of fifteen (15) feet in width based on plans submitted by the selected Proposer and reviewed and approved by PROS. The selected Proposer shall design, permit, construct and maintain such Waterfront Promenade for the period of the Agreement. The Waterfront Promenade Element shall highlight Haulover Park's significance as a heritage park, as well as its natural resources and environmental elements. Landscaping, benches, bike racks, and stands with educational materials on the history and natural resources of the Park shall be incorporated into the development of the Waterfront Promenade. Please see Waterfront Promenade Development Segments (Attachment K), and Waterfront Promenade Illustrative Example (Attachment L).

Note: The Florida Department of Transportation (FDOT) is repairing and/or replacing a portion of the seawalls for both the north and south sides of A1A at Bakers Haulover Inlet Bridge. The approximate dimensions for that project are as follows:

- South wall: approximately 40' left of bridge outline, approximately 30' right of bridge outline.
- North wall: approximately 55' left of bridge outline, approximately 60' right of bridge outline.

It is the responsibility of the selected Proposer to identify if further repair/replacement of the remaining portions of the seawall is required and to make such repairs/replacements as necessary to stabilize the upland portion of land in which the Waterfront Promenade Element will be located.

### 2.6.2 Bill Bird Marina Restaurant Element

The Bill Bird Marina is near spectacular fishing and artificial reefs and is part of the internationally known Haulover Cut with direct access to the ocean and Gulf Stream. The Marina is currently home to a charter boat fishing fleet and is across the street from miles of beautiful sandy beaches, including the popular Haulover Beach. Bill Bird Marina is strategically located between Sunny Isles to the north and Bal Harbour to the south.

The Bill Bird Marina Restaurant Element site (Bill Bird Marina Restaurant and Public Restroom (Attachment I)) is provided in as-is condition. The area allocated for development of the Restaurant is adjacent to the Bill Bird Marina Dock and Charter Boats and cannot exceed current size.

The selected Proposer shall design, construct, manage, operate, and maintain a Restaurant at Bill Bird Marina within Haulover Park. The Bill Bird Marina Restaurant Element should enhance the Haulover Park experience while providing a venue where park patrons, area residents and visitors can dine. The design, atmosphere, and the type of restaurant contemplated is a family restaurant incorporating the Streamlined Moderne Florida architecture style of the 1930's designed to maintain the essence of the unique South Florida character and reminiscent of the Art Deco era.

Waterfront Promenade. The selected Proposer shall design, permit, and construct a pedestrian and bicycle path/promenade (or make improvements to existing) adjacent to the Amphitheater (Great Lawn) and Intracoastal Concessions Element that shall be a minimum of fifteen (15) feet in width based on plans submitted by the selected Proposer and reviewed and approved by PROS. The selected Proposer shall design, permit, construct and maintain such Waterfront Promenade for the period of the Agreement. The Waterfront Promenade Element shall highlight Haulover Park's significance as a heritage park, as well as its natural resources and environmental elements. Landscaping, benches, bike racks, and stands with educational materials on the history and natural resources of the Park shall be incorporated into the development of the Waterfront Promenade. Please see Waterfront Promenade Development Segments (Attachment K), and Waterfront Promenade Illustrative Example (Attachment L).

Courtesy docking shall be provided by the selected Proposer for Bill Bird Marina Restaurant patrons.

Note: The Florida Department of Transportation (FDOT) is repairing and/or replacing a portion of the seawalls for both the north and south sides of A1A at Bakers Haulover Inlet Bridge. The approximate dimensions for that project are as follows:

- South wall: approximately 40' left of bridge outline, approximately 30' right of bridge outline.
- North wall: approximately 55' left of bridge outline, approximately 60' right of bridge outline.

It is the responsibility of the selected Proposer to identify if further repair/replacement of the remaining portions of the seawall is required and to make such repairs/replacements as necessary to stabilize the upland portion of land in which the Waterfront Promenade Element will be located.

The selected Proposer shall have access to the number of parking spaces required by Miami-Dade County Code in the adjacent parking lot for the use of the Bill Bird Marina

Restaurant patrons. The adjacent parking lot is to be shared with the commercial fishing fleet and other contracted operators in the Bill Bird Marina. It is the selected Proposer's responsibility to modify, improve and/or augment at its expense the number of parking spaces in order to maintain the number of Miami-Dade County Code required spaces for its use, as well as those needed by the other users of that lot. Furthermore, the adjacent parking lot is offered in as-is condition.

It is expected that the Bill Bird Marina Restaurant Element may include live entertainment, however, sound levels shall be kept at levels that do not disturb surrounding businesses and neighbors. At no time may the Bill Bird Marina Restaurant Element be operated as a nightclub and all outside music must be reduced by 11:00PM such that complaints are not received from residents south of the property. The County in its sole and absolute discretion shall determine whether the Restaurant is being used as a nightclub.

It is expected that the Bill Bird Marina Restaurant Element will be promoted through marketing and other social media. PROS will not permit the utilization of outside surfaces of the Bill Bird Marina Restaurant Element for the purposes of commercial advertising for non-site related activities (other than building and free-standing signage otherwise provided in the negotiated Agreement and attachments thereto).

The Bill Bird Marina Restaurant Element staff shall, during their work hours, be distinctively uniformed so as to be distinguishable as the Restaurant Element staff and not as employees of the County.

Public Restroom: As part of the Restaurant Element, the selected Proposer shall design, construct, manage, operate, and maintain a public restroom adjacent or attached to the Bill Bird Marina Restaurant. If attached, the restroom must have an independent entrance for the public. The restroom should be approximately 700 square feet for the benefit of Park patrons and is unrelated to any restroom facilities provided to Restaurant patrons within the interior of the Restaurant. The restroom must meet all regulatory requirements regarding the number of fixtures, etc., and must conform to the Miami Moderne architectural style, as shown in Haulover Park Design Guidelines (Attachment E).

### **2.6.3 Amphitheater (Great Lawn) and Intracoastal Concessions Element**

The selected Proposer shall design, construct, manage, operate, and maintain an Amphitheater within Haulover Park in accordance with Article 7. The proposed Amphitheater shall consist of a theater pad/stage and great open lawn area, which is either gentle sloped grass or a combination of terraced grass and small retaining walls. The intended use of this outdoor open space would include, but not be limited to, various program and events such as musical and film series, festivals, and well-being fitness. Selected Proposer shall also establish unified concessions along the Intracoastal side of the Park, including food, beverages, sundries and rental opportunities (e.g., bicycles, paddleboards, kayaks, fishing equipment, picnic umbrellas, etc.) to enhance patron experience and extend stay time, maximize waterfront recreational use to increase visitation, promote cross-recreational usage, extend stay time and increase visitor enjoyment, promote use of public areas by enhancing the safety and security of patrons, and create a unified activity area for patrons.

Waterfront Promenade. The selected Proposer shall design, permit, and construct a pedestrian and bicycle path/promenade (or make improvements to existing) adjacent to the Amphitheater (Great Lawn) and Intracoastal Concessions Element that shall be a minimum of fifteen (15) feet in width based on plans submitted by the selected Proposer and reviewed and approved by PROS. The selected Proposer shall design, permit,

construct and maintain such Waterfront Promenade for the period of the Agreement. The Waterfront Promenade Element shall highlight Haulover Park's significance as a heritage park, as well as its natural resources and environmental elements. Landscaping, benches, bike racks, and stands with educational materials on the history and natural resources of the Park shall be incorporated into the development of the Waterfront Promenade. Please see Waterfront Promenade Development Segments (Attachment K), and Waterfront Promenade Illustrative Example (Attachment L).

#### **2.6.4 Other Potential Elements**

Several Other Potential Elements are listed below which Proposers may include as a part of their Proposal response. These Elements are optional Elements but are in addition to the minimum Elements listed above. Some Elements listed below are currently operated and maintained by PROS, in order for a Proposer to assume operation, management, and maintenance at those sites, additional expansion may be required. For further information, see each Element listed below.

##### **2.6.4.1 Vehicular and Pedestrian Access/Circulation**

The selected Proposer shall make improvements to vehicular and pedestrian circulation within the Park as part of an improved parking-for-fee proposal. Vehicular circulation shall address improvements to roadway traffic flow and the provision of additional parallel parking along the Park access road(s). Pedestrian circulation shall address the installation of sidewalks and crossing areas from the roadway to Elements within the Park.

##### **2.6.4.2 Bill Bird Marina Element**

The Marina is currently operated by PROS and includes 125 recreational boat slips, 950 linear feet of breakwater, 15 commercial fishing/charter boats, a fuel dock and a bait & tackle store along the Intracoastal Waterway.

The site (Bill Bird Marina (Attachment J)) is provided in as-is condition. Proposers may submit a proposal that includes a management plan for the Marina as long as an expansion of the Marina is included in their proposal. For a submittal including an expansion and operation of the Marina to be considered, the Proposer must demonstrate that an expansion is viable with respect to environmental and navigable regulations and challenges. The area allocated for expansion of the Marina must be adjacent to the Bill Bird Marina Dock and Charter Boats.

##### **2.6.4.3 East Promenade Element**

The selected Proposer shall design, permit, construct and maintain a pedestrian and bicycle path/promenade (or make improvements to existing) measuring a minimum of 15 feet in width identified as the East Promenade component of the Waterfront Promenade. The East Promenade shall connect the Park on the Oceanside from the northern most point south to the Pier & Pier Restaurant Element. Landscaping, benches, bike racks, and stands with educational materials on the history and natural resources of the Park shall be incorporated into the development of the Waterfront Promenade. Please see Attachment I, Promenade Section, as an artistic example of the Waterfront Promenade.

##### **2.6.4.4 Beach Concessions Element**

The Beach Location (Beach Activity Area(Attachment H)) for the Beach Concessions Element is comprised of a six (6) acre beach recreation area adjacent to the Atlantic Ocean upon which programs, events, and concession opportunities should be located. The Beach Location is strategically located between Sunny

Isles to the north and Bal Harbour to the south. Outside of the location, but required for its operation, are associated beach activity areas, paved parking, vehicular circulation, picnic shelters/pavilions and pedestrian connectivity.

The Beach Location is considered one of the oceanfront jewels of Miami-Dade County. Included in the six (6) acre area are one and a half (1-1/2) miles of pristine Atlantic Ocean beachfront; public restrooms, pedestrian tunnels for public parking access, pedestrian promenade for walking, cycling, etc., shelters for picnicking, and other typical beach amenities.

The northern half mile of beachfront serves as one of the world's most popular clothing optional beaches. Haulover Park Beach is consistently listed in the top ten (10) beaches for nudists and attracts a large following year-round.

Proposers shall establish unified beach concessions along the Atlantic Ocean side of the Park, including food, beverages, sundries, and rental opportunities (such as, but not limited to: beach chairs, umbrellas, cabanas, etc.) to enhance the beach goers experience and extend stay time, maximize waterfront recreational use to increase visitation, promote cross-recreational usage, promote use of public areas by enhancing the safety and security of patrons, and create a unified activity area for beach goers.

The selected Proposer shall operate and manage concession activities associated at the Beach Location for the Beach Concessions Element.

No permanent construction on the Beach is specifically requested through this Solicitation; however, if the selected Proposer includes new concession Elements in its Proposal, they will be solely responsible for all design, permitting, and construction costs associated with the proposed concession Elements in accordance with Article 7 and all applicable regulatory agencies. While the selected Proposer will have no exclusivity related to public access within the Beach area, Proposers will enjoy exclusive rights to provide to Park visitors the following items: Rental umbrellas, chairs/lounges and cabanas may be broadly provided by Proposers within the prescribed Beach Concessions Element to Park visitors. Proposers will be required to provide all equipment with a minimum schedule of operation approved by the Department. All equipment is to be available for public use during the day and removed from the beach during the evening. No portion of the Beach may be excluded from public access, nor any area concentrated with rental equipment so as to prevent access and use. The exact number of beach rental equipment and the exact location of its placement is subject to negotiation with the County.

Concession sales providing food, drink and beach related sundries may be provided by Proposers within the Beach Concessions area to Park visitors. Selected Proposer will be limited to mobile concession units during approved hours of operation and be responsible for the safe operation, maintenance and janitorial cleanup of the areas served. All concession sales supplies and equipment must be stored away from the maintained portion of the beach in a location approved by the County.

Beach activity programming and events may be provided by Proposers within the prescribed area to beach visitors, but may under no circumstances limit the public from free access to the beach during Park operating hours. Proposers will be

limited to events of a size and nature that are complimentary to the capacity and theme of the Park. All programs and events must be, without exception, open to the public and respective of sensitive areas and hours of operation and must be subject to the County's prior written approval.

Additional consideration will be given to those Proposers incorporating the development of the East Promenade Element into the Beach Concessions Element.

#### **2.6.4.6 Pier Element**

A turn-key recreational Fishing Pier is also contemplated as a separate Element under this solicitation. Subsequent to every phase of completed construction, the development, operation, management and day-to-day maintenance are the responsibility of the selected Proposer, all supported by fees and charges for admission and use. The Pier entrance must be planned, designed and constructed in coordination with the Restaurant development and publicly accessed from the same parking area. The entirety of the Pier must be no less than 800 linear feet, extending from the seawall in accordance with all applicable regulatory agencies that have jurisdiction similar to what is depicted in Pier Development (Attachment G).

Commented [PP(12)]: For CAO review (Article 7 sufficiency).

### **2.7 Sustainable Buildings Program**

In accordance with Miami-Dade County Ordinance 07-65, The Sustainable Buildings Program, sustainable development building measures shall be incorporated into the design, construction, renovation and maintenance of County facilities. Therefore, the Proposer shall incorporate sustainable development building measures into the design, construction, operations, and maintenance of the proposed Elements. Features of the latest version of the Leadership in Energy and Environmental Design (LEED) for New Construction, minimum LEED Silver (LEED-NC), shall be the minimum acceptable certification for proposed Elements. Selected Proposer shall seek and obtain a minimum of LEED Silver certification on built Elements and provide all backup documentation to confirm compliance with this requirement. The selected Proposer is responsible for ensuring compliance with this County Ordinance. Selected Proposer shall also be required to assist the County with obtaining 179D Commercial Building Tax Deduction upon completion of development, if applicable.

### **2.8 Personnel Requirements**

Selected Proposer shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act." The selected Proposer shall ensure that all selected Proposer's management, staff and volunteers:

- 1) Have had nationwide criminal background checks conducted by a Professional Background Screener;
- 2) Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry;
- 3) Have been verified as being United States Citizens or having legal immigrant status employment; and
- 4) Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.
- 5) Retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. The selected Proposer shall provide the County with access to these records annually, or at the request of the County.

## 2.9 **General Obligation Bond Funding**

The County anticipates contributing approximately \$2,000,000 in General Obligation Bond (GOB) Program funds to assist the selected Proposer with bringing in basic utility infrastructure to the site for the minimum Elements. Based on the Fiscal Year 2015-16 Adopted Budget, funding may be available pursuant to the following schedule, subject to negotiations:

• FY 2016-17	\$0
• FY 2017-18	\$2,000,000

Proposer should note that the use of GOB funds cannot be used for design services or any other professional services covered by Section 287.055 of the Florida Statutes. GOB funding will be provided on a reimbursement basis in accordance with GOB rules.

In the future, the County anticipates being able to bond revenues derived from the awarded Agreement(s) to provide for future additional capital improvements and maintenance at Haulover Park.

## 2.10 **Required Qualifications of Development Team**

The Development Team shall have:

- 1) Architect(s) licensed and registered in the State of Florida as required by Chapter 481, Part I of the Florida Statutes, Architecture.
- 2) Landscape Architect(s) licensed and registered in the State of Florida as required by Chapter 481, Part II, Landscape Architecture, of the Florida Statutes.
- 3) General Contractor licensed to do business in the State of Florida.
- 4) Engineers licensed and registered in the State of Florida.

The selected Proposer shall maintain these required qualifications of the Development Team during the development phase of the project.

## 2.11 **Preferred Experience of Development Team**

It is preferred that the Development Team have:

- 1) Architect(s) with at least five (5) years' experience in design, renovation services, and permitting facilities of similar size and scope of those requested in this Solicitation within Miami-Dade County.
- 2) Landscape Architect(s) with at least five (5) years' experience in design and renovation services similar in size and scope of those requested in this Solicitation.
- 3) General Contractors with at least five (5) years' experience and substantial experience in permitting and constructing similar facilities within Miami-Dade County.
- 4) Engineers with at least five (5) years' experience in design, renovation services, and permitting facilities of similar size and scope of those requested in this Solicitation within Miami-Dade County.
- 5) At least five (5) years of experience in design and construction of restaurants, marinas, parking structures, or other comparable facilities of equal size and complexity.

## 2.12 **Preferred Experience of Management/Operations Team**

The County is seeking a Management/Operations Team that is experienced in the management and successful operation of entertainment areas, marinas, lodging venues or other comparable destinations of equal size and complexity. The Management/Operations Team as a whole, should have the requisite expertise in the operation of restaurant, marina, pier, and parking facilities, in addition to financial and management capability to operate Haulover Park Elements as identified in this Solicitation.

Commented [PP13]: For additional review and validation/updating.

### **2.13 Subcontractor(s) and Subconsultant(s)**

The subcontractor(s) to the Proposer, if any, may be one firm possessing all the required expertise or may be several individuals or firms, which when combined, possess all the required expertise. Subcontractor teams may also include professional planning and design consultants and sub-consultants, financial and marketing sub-consultants, and operation and management consultant(s). Subcontractors or general contractors may submit their qualifications for more than one Development Team, however, the Proposer and other permanent Management/Operational Team staff (*team members required beyond the construction phase, as in principals, operations and management personnel*) of the Project shall only submit their names in one Proposal submission and shall not be part of any other submission in any capacity.

### **2.14 Financial Capability**

The selected Proposer shall secure all necessary financing for the completion and maintenance of the Haulover Park Elements throughout the life of the 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 that detail all sources of capital, operations, and maintenance funds dedicated to the Project indicating that the selected Proposer has sufficient financing to complete the Project.

Should the selected Proposer fail, for any reason whatsoever, to secure or maintain adequate financing for the Haulover Park development 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 Proposer for the Project, and in doing so, terminate the Agreement. In this instance, in addition to other damages the County may have and seek to recover against the selected Proposer, 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.

Proposer's proposals shall evidence the firm's financial ability, understanding and wherewithal to carry out the Project scope. The County may, at any time, request additional information regarding the Proposer financial capability Proposal. Under no circumstances will a Proposer be allowed to place a lien on County property and all proposed financing mechanisms shall not assume any liens on County property.

### **2.15 Project Management Fee**

The County will assign a PROS Capital Project Manager (CPM) to the Project to expedite its design, permitting, and construction. The CPM will be paid a maximum of one and one-half percent (1.5%) of the total development cost, not to exceed \$200,000 annually, from execution date of the agreement to date of Beneficial Occupancy, subject to negotiation. The fee is instituted on all PROS projects only during design, permitting, and construction phases to ensure compliance with County asset management and to reduce difficulties associated with capital improvement projects.

### **2.16 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. The selected Proposer shall be responsible for payment of any and all applicable taxes associated with its proposed Elements.

### **2.17 Schedule**



The County anticipates the Project construction phase(s) to be completed and the Date of Beneficial Occupancy to take place, as evidenced by an issued Certificate of Occupancy (CO), within a reasonable amount of time from the date of execution of the Agreement. An exact schedule of completion, including milestones and any possible consequences for failure to adhere to the schedule shall be subject to negotiation with the selected Proposer; and shall be included in the executed Agreement.

#### **2.18 Additional Services/Locations**

The County, at its sole discretion, may allow the selected Proposer to provide additional services and/or use additional or substitute space within Haulover Park, upon such terms as the parties may agree, subject to all jurisdictions having authority. Such additional services must follow the theme of the approved purpose of any agreement issued as a result of this solicitation. However, any right to additional services and space by selected Proposer are subordinate to the County's right to provide the additional service or use additional space itself and the County's right to contract with others.

#### **2.19 Revenue Schedule**

The County anticipates being compensated for the use of the Site that the County is offering as part of this Solicitation. As such, Proposer shall provide revenues to the County in the form of: a) Initial Rent, b) Land Rent; c) Percentage of Monthly Gross Revenue; and d) Miscellaneous Fees.

The County is working to complete a fair market appraisal of the property, (zoned GU, Interim Zoning District; BU-2, Special Business District; IU-1, Industrial, Light Manufacturing). The County seeks a revenue structure from Proposers in substantial conformance with Revenue Proposal Schedule (Attachment B) (see Attachments) that best approximates or exceeds the total return amount to the County through the proposed combination of Guaranteed Monthly Rent and Percentage of Monthly Gross Revenues, as described below.

- a) Initial Rent: Minimum Annual Guaranteed Rent. The selected Proposer shall pay the County an Initial Rent monthly for the period between the Agreement Effective Date and the Date of Beneficial Occupancy, at any or all of the respective improvement areas.
- b) Land Rent: Minimum Annual Guaranteed Rent. After the Date of Beneficial Occupancy and through the termination date of the Agreement, the selected Proposer shall pay the County a Land Rent on the first day of each month.
- c) Percentage of Monthly Gross Revenue. In addition to the Minimum Annual Guaranteed Rent, the selected Proposer shall pay the County on a monthly basis a Percentage of Monthly Gross Receipts, for revenue from the sale of all fees, goods and services provided at the location, as of Date of Beneficial Occupancy.
- d) Miscellaneous Fees. The County anticipates the Haulover Park development to produce additional fees that will accrue to the selected Proposer in the form of corporate sponsorships, licenses, advertising revenues, etc.

### **3.0 RESPONSE REQUIREMENTS**

#### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer(s) 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. 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 hundred (100) points per Competitive Selection Committee member.

<b><u>Technical Criteria</u></b>	<b><u>Points</u></b>
1) Relevant experience and qualifications of development, management, and operations team(s), to include business development team performing programming and event management along with key personnel, inclusive of subcontractors, if any.	20
2) Approach to providing the services requested in this Solicitation, creativity and innovative design excellence, objectives, intent (as described in Section 2.4, County Intent and Objectives), conceptual plan, development plan to include time frame, summary marketing/management plan to include number of proposed detailed events and marketing strategies, and operation plan, including how well the Proposal incorporates the components of the General Plan and as described in the Solicitation and minimum development requirements as stated in Section 2.6, Project Elements.	20
3) Approach to providing the services requested in this Solicitation, creativity and innovative design excellence, objectives, intent (as described in Section 2.4, County Intent and Objectives), conceptual plan, development plan to include time frame, summary marketing/management plan to include number of proposed detailed events and marketing strategies, and operation plan, including how well the Proposal incorporates the components of the General Plan as described in the Solicitation and requirements of Other Potential Elements as stated in Section 2.6.4, Project Elements.	10
<b><u>Financial Capacity</u></b>	
1) Proposer's financial capability to providing the services requested in this Solicitation inclusive of their financial feasibility of the Project, order of magnitude cost estimate and pro forma.	20
<b><u>Revenue Schedule</u></b>	
1) Proposer's total revenue to the County as identified on Revenue Proposal Schedule (Attachment B), in the form of total capital investment of Elements, initial rent, land rent, percentage rent and any miscellaneous monies derived from event parking, sponsorships, licenses, advertising revenue, etc.	30

**4.3 Oral Presentations**

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral

presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBEs) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

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

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

#### **4.6 Revenue Evaluation**

The revenue 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 revenue 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 revenue to the County as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within five percent (5%) of the ranking obtained by said non-local Proposer, then

the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

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

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

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

#### **4.9 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.

#### **4.10 Rights of Protest**

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

### **5.0 TERMS AND CONDITIONS**

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

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

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

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

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement,

Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**c) 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.

**d) Art in Public Places Requirements**

This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Selected Proposer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Selected Proposer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

[https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

~~In compliance with the Art in Public Places program (APP), the selected Proposer shall set aside and transfer to APP a minimum contribution of one and one-half percent (1.5%) of the total costs of design and construction of the development for the commissioning of art work(s).~~

**g)e) Residents First Training and Employment (RFTE) Program**

~~Pursuant to Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the Project, all persons employed by the contractor or subcontractor on the Project to perform construction have completed the OSHA 10-hour safety training course, and (ii) the contractor will make its best reasonable efforts to have 51% of all construction labor hours performed by Miami-Dade County residents. This program is applicable to all Miami-Dade County construction contracts valued over \$1 million and requires Contractors/Subcontractors to adhere to the following:~~

~~b. All persons employed on a project to perform construction shall have completed the OSHA 10-hour safety training.~~

~~e. The Contractor will make its best reasonable effort to have fifty one percent (51%) of all construction labor hours performed by Miami-Dade County residents.~~

Proposals shall also include requirements of Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the Contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease, if applicable. Selected Proposer shall be responsible to the County for payment of compliance monitoring costs and any penalties found due. Proposers shall submit a completed copy of the Residents First Training and Employment (RFTE) Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1) with their Proposal

**h)f) PROS Capital Project Manager (CPM)**

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A Capital Project Manager (CPM) will be assigned by PROS to the Project to expedite the Project design, permitting, and construction. The CPM shall be paid one and one-half percent (1.5%) of the total development cost, not to exceed \$200,000 annually, which is instituted on all PROS projects only during design, permitting, and construction phases, to ensure compliance with County asset management and to reduce difficulties associated with capital improvement projects, subject to negotiations.

**h)g) Shannon Melendi Act**

Contractor shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of the Park by meeting the requirements of Chapter 26 "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act".

**h)h) Responsible Wages and Benefits Ordinance 90-143**

Developer shall comply with the provisions of Miami-Dade County's Responsible Wages and Benefits Ordinances (Section 2-11.16 of the code of Miami-Dade County) wherein, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

**h)i) Community Small Business Enterprise Program (CSBE)**

Section 10-33.02 of the Miami-Dade Code AS AMENDED, and Ordinance 12-05.

**h)j) Community Business Enterprise Program (CBE)**

Section 2-10.4.01 of the Miami-Dade Code AS AMENDED, and Ordinance 12-05.

**h)k) Small Business Enterprise Program (SBE)**

Ordinance 05-29 and Administrative Order 3-41.

**h)l) First Source Hiring Referral Program**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

**e)m) Polystyrene Products Ban**

Ordinance 16-58 amended Chapter 26 of the Code of Miami-Dade County adding Rule 36 that bans polystyrene (also known as Styrofoam) in Parks under many circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene. This rule does not apply to polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Contractor.

**Employ Miami-Dade Program**

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land:

1) The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

(a) Referral Procedures:

- i. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.
- ii. The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website (<https://iapps.southfloridaworkforce.com/employmiami/>). The job order must contain a detailed description of the job responsibilities and qualifications.
- iii. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.
- iv. Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith effort to fill at least twenty percent (20%) of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.
- v. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the twenty percent (20%) labor workforce threshold herein.
- vi. If the twenty percent (20%) labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.
- vii. Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

**6.0 ATTACHMENTS**

- Attachment A — **Proposer Information Section**
- Attachment B — **Revenue Proposal Schedule**
- Attachment C - Location Map
- Attachment D - General Plan, Revised

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- Attachment E - Haulover Park Design Guidelines *(see also the Miami-Dade County Park Structure and Landscape Pattern Book (located at <http://www.miamidade.gov/parks/library/park-pattern-book.pdf>)*
- Attachment F - Pier and Beachfront Locations
- Attachment G - Pier Development
- Attachment H - Beach Activity Area
- Attachment I - Bill Bird Marina Restaurant and Public Restroom
- Attachment J - Bill Bird Marina
- Attachment K - Waterfront Promenade Development Segments
- Attachment L - Waterfront Promenade Illustrative Example
- Attachment M - Resolution No. R-997-12, Approval of Revised General Plan
- Attachment N - Resolution No. 12-SRDC-14, Shoreline Development Review Committee Determination
- Attachment O - Article 7 of the Home Rule Amendment and Charter
- Attachment P - Operations and Management Plan
- Attachment Q - Draft Agreement

Proposal Submission Package:

Attachment A - Proposer Information Section

Web Forms - ~~Proposal Submission Package Including:~~ Proposal Submittal Form, Subcontracting Form, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Attachment B - Revenue Proposal Schedule

Additional

Affidavits - RFTE Program Responsible Contractor/Subcontractor Affidavit Form; Shannon Melendi Affidavit; Disability Nondiscrimination Affidavit

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