

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Contract

Re-Bid
 Other – Access of Other Entity Contract

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RFP-01435

TERM OF CONTRACT 30 YEAR(S) WITH 20 YEAR(S) OTR

Requisition /Project Title: Development, Management, and Operation of Miami-Dade West Kendall District Park

Description:

The County is seeking proposals for the design, development, construction, and later the management, programming and operation of the undeveloped portion of Miami-Dade West Kendall District Park.

Issuing Department: ISD

Contact Person: Saba Musleh

Phone: 305-375-5375

Estimate Cost: Revenue Generating/ \$20 Mill

Funding Source: GENERAL FEDERAL OTHER
BBC-GOB

ANALYSIS

<u>Commodity Codes:</u>				
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to SPD:

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



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
DEVELOPMENT, MANAGEMENT, AND OPERATION OF MIAMI-DADE WEST KENDALL DISTRICT PARK**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2019 at __:00 AM (local time)
111 NW 1st Street, ___ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
for
Parks, Recreation and Open Spaces Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Saba Musleh, Procurement Contracting Officer II
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-5375
Saba.musleh@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

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

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS), is soliciting proposals for the design, development, construction, and later the management, programming and operation of the undeveloped portion of Miami-Dade West Kendall District Park, hereafter known as "Site". The County envisions the establishment of a multi-purpose athletic complex facility to serve as a year-round premier public park, available for open play and scheduled tournaments and team development that will lend itself to non-exclusive professional, semi-professional, college, league and recreational use. Potential uses may include, but are not limited to: multi-use sports facility, training/fitness area, stadium, field, community center, playground/picnic area, and parking.

The County anticipates awarding a License and Development Agreement for up to thirty (30) years for the turn-key development, management and operation of the entire Site 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. The County, at its sole discretion, may renew the Agreement for up to two (2) additional ten (10) year periods. Due to the nature of the Site as a federally granted property containing deed restrictions for development, any award recommendation to achieve an Agreement issued as a result of this Solicitation shall be subject to the approval of the National Park Services prior to being submitted to the Miami-Dade County Board of County Commissioners. Additionally, please note that there is an existing Grant Award Agreement between the County and the Florida Communities Trust ("FCT") dated March 14, 2005 (FCT Contract No. 05-07-D1-03-F3-J1-019) encompassing and restricting an approximate 12.75 acre, 200' wide portion of the western border of the Site, as shown in Attachment I. This Solicitation specifically excludes Proposer's development of that portion of the Site.

In the event that the National Parks Services does not approve of the award recommendation, the selected Proposer may be responsible for any costs related to correcting any deviations needed to achieve approval. Should the selected Proposer determine that correction of such deviations is not commercially feasible, the selected Proposer may terminate negotiations with the County without penalty.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 755-7848 or email mary.palacios@miamidade.gov at least five (5) days in advance.

Deadline for Receipt of Questions:

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

Evaluation Process:

Projected Award Date:

1.2 Definitions

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

1. The words "Concession Fees" to mean fees collected by the County in exchange for granting the right to use the property, to the Contractor, for the purposes specified hereinafter.
2. The words "Contractor" or "Prime Contractor" to mean the Proposing firm, corporation, joint venture, partnership, individual, or other legal entity (proposer) that receives any award of a contract from the County as a result of this Solicitation.
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Date of Beneficial Use" to mean the date after which MDWKDP deliverables are ready to be utilized for the purpose intended.
5. The words "Development Master Plan" to mean the Proposer's detailed master plan that includes the proposed improvements as requested in this RFP.
6. The words "Development Team" or "Developer" to mean the group of persons or person who develop(s) and construct(s) the MDWKDP, to include the principal(s) submitting the proposal, if the County enters into a development and operations agreement for the Site.

7. The words "General Contractor" to mean the entity that may be engaged by Proposer/Contractor for construction and development as set forth in the Development Rider.
8. 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.
9. The words "Management/Operations Team" to mean the group of persons managing and operating the array of facilities and other essential tasks within the Miami-Dade West Kendall District Park, to include the principal(s) submitting the proposal, if the County enters into subsequent development and operations agreement for the Site.
10. The acronym "MDWKDP" to mean the Miami-Dade West Kendall District Park, a property owned and currently operated by Miami-Dade County.
11. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
12. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a response to this Solicitation
13. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
14. The word "Site" to mean the undeveloped portion of MDWKDP located at SW 157th Avenue/120th Street, Miami, Florida 33196, less that portion restricted by the Grant Award Agreement between the County and the FCT as referenced in Section 1.1 above.
15. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
16. 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.
17. The words "Use Calendars" to mean real-time calendar showing public and County use of all recreational facilities to manage public access, which may include tournaments, rentals, and other related recreational purposes.
18. 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 proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal 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. Proposer proposal 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 and time, 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 code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

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

1.7 Public Entity Crimes

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

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

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

1.10 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

Commented [MS(1): Measures will be identified by SBD.]

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

____% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent Affidavit can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal due date and time as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise

Program, including new amendments to the Program, is available on the Small Business Development's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

2.0 SCOPE OF SERVICES

2.1 County Requirements

PROS seeks to develop this public park property into a multi-purpose athletic complex facility to serve as a year-round premier public park available for resident and non-resident tournament, team and player development use while maintaining equitable access to facilities and programs. The selected Proposer will be responsible for accomplishing the following as a result of the Agreement:

1. **Excavation of Site and Development of the Park**

Excavate and plat land to make the entire Site available for development while incorporating the creation of a lake and green space areas for public use. Proposal shall also incorporate, at a minimum, all elements of Attachment U – Minimum Development Map and entire site brought up to the required elevation for further future development.

2. **Establish a Park for Public Benefit**

Create and accelerate the development of public park improvements and public access uses. Immediate community benefit and access are of utmost importance. Where possible and practical, development proposals should suggest the type, quantity and layout of multi-sport improvements, fundamental to the success of the project.

3. **Advancement of a Multi-Sports Complex and the Play of Organized Sports within the County**

The County is interested in exploring the higher level fields and facilities necessary for the establishment of premier youth leagues, major and minor league teams, and the type of high caliber training sites necessary to support their success within Miami-Dade County, with field seating capacity of less than 3,000 (i.e., 2,999 or less) in accordance with Article 7 of the Miami-Dade County Home Rule Amendment and Charter and other applicable law. The County prefers to establish a multi-sports complex that serves as a year-round premier facility that is:

- Open and accessible to the public for adult/youth use;
- Promotes sports and sportsmanship skill building for all types and levels of users;
- Available for exhibitions, tournaments and team development programs; and
- Open to professional, semi-professional, college, league and recreational use.

Youth and adult sports programs should balance high performance training and competition with a more inclusive educational and instructional role, which is to be reflected in the following programmatic outcomes:

- Provide opportunities for kids regardless of age, gender physical or performance ability and focus on development of playing skills and not on the outcome of games.
- Provide opportunities and should grow involvement of girls in sports and should provide for co-ed teams.
- Organizers, league administrators, coaches and volunteers must complete and pass a background check.
- League and program leadership should provide a written job description for all positions and keep on file all coach and volunteer applications and contract agreements.

Organizers, league administrators, coaches and volunteers should receive training in the following:

- first aid and CPR;
- concussion risk management;

- the role of youth sport coaches and parents;
 - psychological, physical and social needs of children;
 - conflict management;
 - practice organization, skills and drills; and
 - legal liability.
- Coaches, volunteers, parents and players should sign a "Code of Conduct Pledge" that sets behavior expectations.
 - Coaches and volunteers should be observed and evaluated throughout the season.
- 4. Provide Economic Development**
Creation of a multi-sports complex park is considered a significant economic development enhancement tool for the western portion of the County. The development of the site is anticipated to complement and bolster economic growth in the area and within the County by maximizing consumer expenditures, creating local area jobs, temporary construction, permanent employment and payroll, and adding to real property, business, sales and intangible tax collections.
- 5. Provide Revenue to PROS**
The MDWKDP was conceived as a way to utilize the Site's unique location to provide for much needed sports fields. The County expects the Site's development to provide a source of revenue to the County.
- 6. Project Use**
The County expects that interested parties may profitably utilize the Site for the following public park purposes:
- Hosting premier local, state, national and international training for teen and adult teams
 - Signature competitive games and tournaments
 - Centralized location for academy skill development programs
 - Year-round adult league play
 - Comprehensive sport rehabilitation/fitness enhancement programs
 - Year-round field sport team/tournament use (lacrosse, field hockey, etc.)

2.2 General Information

The County is limited to providing the Site as-is, where-is, without further contribution except as stated in Section 2.8, General Obligation Bond Funding. The selected Proposer 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. MDWKDP was acquired by PROS in 2000, under Resolution Number R-408-00, with funding originating from the Safe Neighborhood Parks Bond Program, Quality Neighborhood Improvement Program Bonds, Florida Communities Trust, and Park Impact Fees. After its acquisition, the County recorded restrictions on MDWKDP in favor of the NPS, a bureau of the U.S. Department of the Interior (USDOI). The deed restrictions require that MDWKDP lands be used for public park and recreation purposes and that any concession or license agreement for MDWKDP first be approved by the USDOI Secretary of the Interior. Over the past ten years, PROS has licensed MDWKDP to farmers as an interim revenue source until development of park facilities takes place.

Any and all proposed contracts for the MDWKDP are subject to and contingent upon approval by the NPS in accordance with the terms of its deed restriction on the MDWKDP. The County will be responsible for seeking/conferring with the NPS for approval of any proposed agreement, but will not be responsible for failure of NPS to approve or to condition such approval. Any costs associated with the approval of any Charter Amendment or the approval of the NPS of the proposed site plan or agreement are to be borne by the selected Proposer. To the extent that the selected Proposer's proposal anticipates or requires the removal or transfer of the deed restrictions, as determined in the sole discretion of the County after consultation with the NPS or other governmental entities as applicable, then the County, with all costs associated borne by the selected Proposer, may take the necessary steps to remove or transfer the property deed restrictions based on the selected Proposer's proposal.

2.3 Project/Site Location and Description

The Project Site consists of approximately 137 acres of undeveloped land, located at MDWKDP which is a 164-acre property located west of SW 157th Avenue and north of SW 120th Street, in the southwest portion of unincorporated Miami-Dade County, Florida, 33196 as provided in **Attachment A, Location Map**. The zoning classification for MDWKDP is IU-C (Industrial District-Conditional). MDWKDP

is located immediately adjacent to the Kendall-Tamiami Regional Airport and a portion of the southeast corner of the park is within the Outer Safety Zone (OSZ) of the airport. Any proposal shall take into consideration the requirements and limitations of development within the OSZ and may be subject to FAA approval. MDWKDP has convenient access to the Homestead Extension of the Florida Turnpike, located four (4) miles to the east, and is within two (2) miles of restaurants located on SW 137th Avenue.

The County has already developed a dog park at MDWKDP on approximately five (5) acres which lie immediately east of SW 157th Avenue and north of SW 120th Street. The County is also contemplating the development of a twenty-five (25) foot wide corridor along the western edge of the SW 157th Avenue right-of-way, within the MDWKDP parcel from the Black Creek Canal to SW 120th Street. The aforementioned development, referred to as **Phase 1A**, is provided as **Attachments C/C1**, and will include an access control fence, a bike trail, and landscaping. Proposer is not responsible for the development or operations of Phase 1A; however proposer should review the attachment and ensure that its proposal is compatible with the entire MDWKDP. Note that the FCT restrictions set forth at Section 1.1 of this Solicitation encompass the acreage eastward from this western edge within the parcel defined in Attachment I, and this Solicitation specifically excludes Proposer's development of that portion of the Site.

The Miami-Dade Board of County Commissioners approved a **General Plan for MDWKDP** in 2004, as provided in **Attachment D**. However, recent interest by the community for a regional sports complex prompted PROS to develop a new plan for MDWKDP. PROS anticipates that proposed development of the MDWKDP may deviate from the General Plan. If, in the opinion of PROS, such deviation(s) is deemed substantial then a governmental facilities hearing and approval from the Miami-Dade Board of County Commissioners will be required. To further explore community involvement, PROS held a series of public meetings with user groups and community residents. Based on those meetings and research of comparable facilities, PROS developed a **Concept Plan** for MDWKDP, provided as **Attachment B**, which depicts the desired elements.

2.4 Existing Site Conditions

The County commissioned a **Due Diligence Report**, provided herein as **Attachment M**, for the Site. The report includes all available information and known regulatory requirements and constraints for the Site. The Due Diligence Report is provided for informational and historical purposes only and provides no guarantee of accuracy or completeness. The selected Proposer shall be responsible for all costs associated with complying, removing, modifying or otherwise addressing any of the Site restrictions. The County has also provided a **Soil Sampling Report** as **Attachment T**, for the Site which is also provided for informational purposes only; Proposer must undertake its own due diligence of the Site. Development Schemes included in this report are for information only.

In addition to the recommended Site Visit, it is the responsibility of Proposer to visit the Site and review the Site conditions. The Site is accessible for review through a limited access road accessed from SW 120th Street. All such visits shall not require County staff assistance. Visits shall be confined to viewing the site, immediate area, and any improvements; reviewing past and present usage patterns; and for the purpose of better understanding future possibilities, all without impacting ongoing activities.

2.5 Concept Plan

The development of the Site is required to generally conform to the Concept Plan in **Attachment B**, but may include other innovative design solutions that address and conform to all regulatory requirements of the Site. Substantial deviations from the Concept Plan may require additional plan and other regulatory approvals that may delay development. **Existing Site Constraints/Restrictions Listing** is provided as **Attachment L** for Proposer information. All Site plans will require review and input from the appropriate regulatory agencies. In all improvement scenarios, the County shall maintain ownership of the land.

The County will not apply for federal grants, however, may support the application of a selected Proposer, at its sole discretion, if such application will be consistent with all regulatory requirements and affords positive economic impact. Additionally, the selected Proposer shall not encumber the MDWKDP for financing purposes. Additional information addressing the Site and MDWKDP, but not specifically referred to in the Solicitation, is provided throughout the attachments in the RFP.

2.6 County Requirements

The Proposed Site Plan must adhere to Chapter II - "Design Principles" and Chapter III - "Urban Design Patterns" outlined in the Miami-Dade County Park Structure and Landscape Pattern Book.

The Architectural language, scale and massing must be consistent with Chapter V - "Architectural Patterns" of the Miami-Dade County Park Structure and Landscape Pattern Book.

The MDWKDP is a publicly owned County park which shall remain open to the public during operating hours to meet demand. There shall be no property entrance fee, but there may be field and pavilion rental charges. The County seeks to ensure and retain public access and use, but it does not preclude the selected Proposer from scheduling field and facility rentals 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 the facility to the exclusion of public use and access. Notwithstanding the occasional specific and exclusive training sessions, field rentals, and tournaments, all use of the remainder of the property shall not be exclusive and unreasonably restricted to public access. The facility will support public field recreation which is likely to include field rentals. The County anticipates that parking fees shall only be collected in the event of scheduled events, and anticipates receiving twenty percent (20%) of such revenue.

The selected Proposer shall be required to coordinate Use Calendars with the County in order to retain and manage public access and use. The County will maintain an operational and physical staff presence within the property, and require up to eighteen (18) days each year which the County may schedule, at its discretion, for County sponsored events, at times and days that do not unreasonably interfere with scheduled and reserved uses by the selected Proposer. All such County uses shall be agreed upon in advance with the concurrence of the selected Proposer.

The County anticipates the development of the MDWKDP 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. The County shall retain ownership of all real property and all developments thereon.

The selected Proposer shall:

1. Be fully responsible for platting the Site.
2. Operate with hours consistent with public demand. While there are no limitations on hours of operation, 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. Notwithstanding the foregoing, the County may require a change in hours of operation if such a change is desirable in providing the best service to the public but in no event during tournaments and designated special events, with the exception of extreme weather.
3. Provide 1,000 square feet of office space with all utilities and services for County park administrative use, as well as support and office space for permanent onsite County staff and PROS in general, subject to negotiation in the final agreement with selected Proposer.
4. Allow the County up to eighteen (18) days per year of scheduled use of the entire complex for the public, without cost to the County, at times and days that do not unreasonably interfere with scheduled and reserved uses by the selected Proposer. Quarterly or annual calendar meetings can be used to determine schedules.
5. Allow one field to stay open to the general public at all times without limitation and consistent with public demands (excluding walk-up weekends during scheduled tournament events).
6. Provide security for the entire facility as needed, or as determined by the County to be necessary.
7. In conjunction with County staff and subject to County technology requirements, install, and maintain an IT infrastructure for the Site 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 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.)

The following are approved components that must be included in any proposal plan:

1) Tournament Fields; 2) Stadium; 3) Stadium Field with seating capacity of less than 3,000 (i.e., 2,999 or less); 4) Concession(s) (each not in excess of 1500 square feet of enclosed space)/Field House(s)/Restrooms; 5) Training Facility; 6) Playgrounds (See Attachment N for Playground Details); 7) Lake with canoe and kayak launch; 8) Parking; 9) Large Recreation Center; 10) Greenway trails, walking and bike paths and fitness zones inclusive of equipment; 11) Pavilions and Shelters; 12) Open Spaces for events and festivals, to include landscaping; and 13) Maintenance Facility, as well as other elements complementing or supplementing requirements listed in Attachment U. All components are as governed and to the extent allowable by Article 7 of the Miami-Dade County Home Rule Amendment and

Charter. All fields are to have lighting. (Note: Overnight facilities are prohibited, as MDWKDP is governed by Article 7 of the Miami-Dade County Home Rule Amendment and Charter.) Advertising shall be allowed for tournaments and shall be temporary in nature, subject to the advertising restrictions set forth in Article 7 of the Miami-Dade County Home Rule Amendment and Charter.

With respect to concession(s), Proposer shall provide for healthy food and beverage choices in all concession operations in accordance with County guidelines set forth in Section 7.4 of the PROS Operations Manual, and market such choices by displaying/presenting a healthy choice menu and by designating these healthy items with a heart symbol. In light of the emphasis placed on the Healthy Nutrition Guidelines, and in order to ensure optimum visibility of the healthy menu offerings, Proposer should take into consideration the positive effects of priority placement of the products at permanent and temporary or remote concession counters. Examples of product placement may include placement of healthy menu offerings as the first thing the customer encounters at each serving line, or at the cash register or at key places on serving lines that are closest to eye level.

Commented [MS(2)]: CAO reviewing. Most likely will be moved to agreement.

Commented [PP(3R2)]: For CAO advisement.

Commented [PP(4R2)]: This is a PROS business decision. We will keep this language here with the minor revisions made.

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 resiliency development building measures into the design, construction, operations, and maintenance of the proposed Facilities. 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 Facilities. Selected Proposer shall seek and obtain a minimum of LEED Silver certification on built Facilities and provide all backup documentation to confirm compliance with this requirement. The selected Proposer is responsible for ensuring compliance with this County Ordinance. Resiliency design delivers projects capable of rapidly rebounding from extreme events. The County wants to ensure that projects are designed to heightened expectations of resiliency by mitigating flooding and ensuring areas at risk are built to updated code standards and construction practices.

2.8 General Obligation Bond Funding

The County anticipates contributing approximately \$15,000,000 in Building Better Communities-General Obligation Bond (BBC-GOB) Program funds to the entire Site development. Based on the Fiscal Year 2018-19 Adopted Budget and the anticipated expenses of Phase 1, funding may be available pursuant to the following schedule, subject to negotiations:

- FY 2019-20 \$1,750,000
- FY 2020-21 \$6,716,000
- FY 2021-22 \$6,534,000

Proposer should note that the use of BBC-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 only be provided on a reimbursement basis and will be the last funding source made available on the project once all of the proposed private investment has been exhausted.

2.9 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(s) licensed and registered in the State of Florida as required by Chapter 489 of the Florida Statutes, Contracting.

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

2.10 Qualifications and Experience of Management/Operations Team

The County is seeking a Management/Operations Team that is experienced in the management of successful operation of multi-sports complexes 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 multi-sports complexes and training/fitness/rehabilitation facilities, in addition to event management, financial, and management capability to operate a MDWKDP facility as identified in this Solicitation.

2.11 Financial Capability

The selected Proposer shall secure all necessary financing for the completion and maintenance of the Site throughout the life of the Agreement. Should the selected Proposer fail, for any reason whatsoever, to secure or maintain adequate financing for the MDWKDP as approved by the County, as amended or described in the proposal submitted in response to this Solicitation, the County shall be free to seek another developer for the Project, and in doing so, terminate the 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.

2.12 **Project Management Fee**

PROS will assign a Capital Project Manager ("CPM") to the Project to expedite its 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 planning, development approvals, design, permitting, and construction phases to ensure compliance with County asset management and to reduce difficulties associated with capital improvement projects. The Project Management Fee shall be paid on a monthly basis beginning at Agreement Effective Date and only apply until Project development is complete.

2.13 **Property Taxes**

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

2.14 **Schedule**

The County anticipates the Project construction phase to be completed and the Date of Beneficial Use to take place within four (4) years of the date of execution of the Agreement. Attachment Q - County Estimated Project Completion Timeline is attached for reference. An exact schedule of completion, including milestones and any possible damages for failure to adhere to the schedule, shall be subject to negotiation with any Proposer participating in negotiations in accordance with Section 4.7.

2.15 **Revenue Schedule**

The County anticipates to be 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) an Initial Concession Fee b) Land Concession Fee/Minimum Guaranteed Concession Fee; c) Percentage Fees of Monthly Gross Revenues.

The County has completed a fair market appraisal of the property, resulting in an average "as is" market value of \$19,725,000 for the Site. As such, the County expects to be fairly compensated by Proposer for use of the Site, and seeks a revenue structure from Proposer that best approximates or exceeds the total return amount to the County through the proposed combination of Minimum Annual Guaranteed Fees and Percentage of Monthly Gross Revenues, as described below.

- a. **Initial Concession Fee.** For the period from the Agreement Effective Date until the Date of Beneficial Use of the Site (or any portion thereof), the selected Proposer shall pay the County an Initial Concession Fee annually, apportioned on a monthly basis. The first payment of the Initial Concession Fee shall be due within thirty (30) Days of the Agreement Effective Date
- b. **Land Concession Fee:** Upon the conclusion of the Initial Concession Fee as described above, the selected Proposer shall pay the County a fixed monthly Land Concession Fee on the first day of each month, continuing through the termination or expiration date of the Agreement.
- c. **Percentage of Gross Revenue.** Upon commencement of the Land Concession Fee, the selected Proposer shall pay the County percentage of Gross Revenue on a monthly basis. The Percentage of Gross Revenue shall be in addition to, and not in lieu of, the Land Concession Fee.

Commented [MS(5): Is this current?

Commented [PP(6R5): This number is based on the reconciliation of the 2019 appraisals contained at Attachments S and R. Note potential lesser amount will probably need to be recalculated based on per-acre valuation and removal of FCT 12.75 acre parcel.

Commented [MS(7R5): Not sure if we want to relate our fair compensation to the market value of \$19,725,000.

Commented [PP(8R5): For additional CAO/AD review and feedback.

Commented [PP(9R5): We will stay with the stated value of \$19,725,000. Proposer can reappraise if they so desire.

3.0 RESPONSE REQUIREMENTS

3.1 **Submittal Requirements**

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

“WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL” contained within the Proposer Submittal Form provided via BidSync. The requirement to submit an entire Proposal applies to all Proposers, including entities that may have submitted an unsolicited proposal. Proposals shall be written in sufficient detail and in the manner prescribed in the Proposal Submission Package, including the format outlined therein, to permit the County to conduct a meaningful evaluation of Proposals. However, overly elaborate proposals are not requested or desired.

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

- 1) Examine every component of this Solicitation, Site 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.
- 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.

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 and fifty (150) points per Competitive Selection Committee member.

Technical Criteria	Points
Proposer's relevant experience and qualifications, including experience and qualifications of the Development Team, the Management/Operations Team, and any other key personnel providing Work or Services, including any subcontractors.	<u>25</u>
Proposer's approach to the development of the Site, including how the proposed plan is consistent with the Concept Plan, development plan, cost estimates, development schedule including phasing approach, and project renderings.	<u>30</u>
Proposer's approach to the ongoing management and operation of the Site.	<u>30</u>
Proposer's financial capability, including financial capacity, financing/equity commitments, and cash flow pro forma.	<u>30</u>
Proposer's total proposed compensation to the County, including initial concession and land concession fees, percentage of gross revenue, improvements, and capital maintenance reserve.	<u>35</u>
Total	<u>150</u>

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 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 (SBE's) 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 <http://www.miamidade.gov/smallbusiness/>

Commented [MS(10)]: SBD will determine.

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 term may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

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 of the contract 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 of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to 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 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 Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

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

4.9 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 and shall be subject to approval by the State of Florida and the National Park Service, Secretary of the Interior. 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 Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. Proposers should review the Draft Agreement in its entirety.

6.0 ATTACHMENTS

- Attachment A – Location Map
- Attachment B – Concept Plan for MDWKDP/High-Resolution
- Map Attachment C/C1 – Phase 1A Development/Cross
- Section Attachment D – General Plan for MDWKDP
- Attachment E – Miami-Dade County Charter - Article 7 Restrictions
- Attachment F – NPS Deed Restrictions Transferred From Zoo Miami to MDWKDP
- Attachment G – Kendall-Tamiami Airport Flight Zone Restriction Map
- Attachment H – Kendall-Tamiami Airport Flight Zone Restriction Descriptions
- Attachment I – Florida Community Trust (FCT) 12 Acre Portion of the Site Map
- Attachment J – Florida Community Trust (FCT) 12 Acre Portion of the Site Management

Plan Attachment K – Site Topography
Attachment L – Existing Site Constraints/Restrictions Listing
Attachment M – Due Diligence Report 2015
Attachment N – Playground Details
Attachment O – Florida Community Trust (FCT) Fact Sheet - Land Exchange
Rule Attachment P – Federal Land Exchange Overview
Attachment Q – County Estimated Project Completion Timeline
Attachment R – Investors Research Associates, Inc. (IRA) Property Appraisal
Attachment S – Slack, Johnston and Magenheimer, Inc. (SJM) Property Appraisal
Attachment T – Professional Service Industries, Inc. Soil Sampling
Report Attachment U – Minimum Development Program
Attachment V – South Florida Water Management District Environmental Resource Permit No. 13-06679-P
Attachment W – Draft Development Rider
Draft Form of Agreement
Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontracting Practices Affidavit, Subcontractor/Supplier Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit
Proposer Information Section
Form 1 – Compensation Proposal*
Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)

*Note – Form 1 has been posted to BidSync in the form of fillable Microsoft Word document.