

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

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other

LIVING WAGE APPLIES: __YES XNO

Project No: RFP-01465

Term of Contract: 20 Years

Project Title: The Oasis at Miami-Dade Tropical Park

Requisition Number: RQID2000024

Description: The County shall establish a contract for the purchase of White Flyer Clay Targets for use at Miami-Dade County facilities.

User Department(s): Miami-Dade County Parks, Recreation and Open Spaces Department

Issuing Department: Strategic Procurement Division

Contact Person: Jason Edelstein

Phone: 305-375-4211

Estimated Revenue: \$620,000.00

Funding Source: Private

Revenue Generating: Yes

ANALYSIS

Commodity/Service No: 906-38, 906-72, 909-22, 909-24, 909-30, 918-31, 925-44, 961-15, 988-64			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here X if this is a New Contract/Purchase with no Previous History			
	<u>PREVIOUS CONTRACT</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	NA		
Small Business Enterprise:	NA		
Estimated Value To Date:	NA		
Comments:			
Continued on another page (s): __Yes <u>X</u> No			

RECOMMENDATION:

Basis of Recommendation:

Signed: Jason Edelstein

Date to SBD: 12-05-2019

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



**REQUEST FOR PROPOSALS (RFP) No. RFP-01465
FOR
THE OASIS AT MIAMI DADE TROPICAL PARK**

PRE-PROPOSAL CONFERENCE TO BE HELD:

ISSUED BY MIAMI-DADE COUNTY:

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

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Jason Edelstein, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4211

E-mail: Jason.Edelstein@miamidade.gov

**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 from qualified firms, corporations, joint ventures, partnerships, individuals or other legal entities for the design, development, management, programming and operation of a portion of Tropical Park hereinafter referred to as the Oasis (the "Oasis") and identified in Attachment A. Tropical Park is a 275-acre District Park serving central Miami-Dade County, attracting approximately 1,500,000 visitors annually, and consisting of twenty-three (23) major recreational activity areas that vary in size, scale and public utilization. The Oasis is one of these areas, consisting of approximately 16.72 acres lying east of the Equestrian Center and west of the Palmetto Expressway, just south of Bird Road. The County envisions the establishment of a year-round premier "park within a park" holding seasonal holiday and other events, with a significant green lawn area development within this area.

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Miami Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County _____ Department, is soliciting proposals for

Subject to approval by the Miami-Dade Board of County Commissioners, the County anticipates awarding an Development and Management Agreement for up to twenty (20) years for the Turn-key development, management and operation of the Oasis 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 optionally extend the term for up to one (1) additional ten (10) year period.

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The County anticipates awarding a contract for a **INSERT TERM** period, with **INSERT TERM**, **INSERT TERM** year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

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Solicitation Issued:

Pre-Proposal Conference: _____ See front cover for date, time, and place. Attendance is recommended but not mandatory.

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Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by contacting the Florida Relay Service at 711.

Deadline for Receipt of Questions:

Proposal Due Date:

Evaluation Process:

Projected Award Date:

See front cover for date and time.

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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:

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1. The word "Agreement" to mean the contract entered between the Contractor and Miami-Dade County for Rides Installation and Operation at Zoo Miami.

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2. The words "Applicable Law" to mean any applicable law, statue, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

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3. The words "Area" and "Site" to mean the location on which the Contractor will develop the proposed Element.
4. The words "Business Hours" to mean the hours of the day in which Tropical Park is open for business. Tropical Park is open every day as follows:

Hours of Operation – 7:00 a.m. to 10:30 p.m. Monday thru Sunday
5. The words "Capital Project Manager" to mean PROS staff assigned to the Project to expedite its design, permitting, and construction.
6. The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01465 and all associated addenda, and the Contractor's Proposal.
7. The words "Contractor" and "Prime Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
8. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
9. The words "Date of Beneficial Occupancy" to mean the date after which Tropical Park is complete and Certificate of Occupancy is issued.
10. The word "Days" to mean calendar Days, unless specifically stated otherwise.
11. The words "Development Team" to mean the group of persons who develop and construct the Tropical Park, to include the principal(s) submitting the Proposal, if the County enters into a development and operations agreement for the Site.
12. The words "Environmental Conditions" to mean any environmental pollution, flammable materials, explosives, radioactive materials, infectious waste, hazardous materials, hazardous wastes, hazardous or toxic substances, or environmental contaminants which are or become defined under any Applicable Law.
13. 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.
14. The words "Governmental Authority" to mean the government of the United States or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
15. 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.
16. The words "Gross Revenue" to mean all revenues generated by the Contractor 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 Contractor, 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 Contractor to a taxing authority, credit card processing fees, and pass-through or reimbursable expenses paid by third parties through the Contractor to another third-party.

17. The words "Management/Operations Team" to mean the group of persons managing and operating the array of and other essential tasks within Tropical Park, to include the principal(s) submitting the Proposal, if the County enters into subsequent development and operations agreement for the Site.

18. The word "Oasis" or "Site" to mean 7900 SW 40th Street/Bird Road, Miami, Florida 33155 at Folio 30-4022-002-0010 (portion of).

Commented [EJ(1)]: This definition is not sufficient

19. The words "Tropical Park" and "Park" to mean an approximately 275 -acre District Park serving central Miami-Dade County and located at, identified by Folio 30-4022-002-0010, located at 7900 S.W. 40th Street, Miami, FL. 33155.

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20. The words "Patron" or "Patrons" to mean visitors to Tropical Park who will receive services from the Contractor.

21. The words "Project Manager" to mean the Miami-Dade County Parks, Recreation and Open Spaces Department Director or the duly authorized representative designated to manage the Project.

22. 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.

23. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.

24. The word "PROS" to mean the Miami Dade County Parks, Recreation and Open Spaces Department.

25. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

26. The word "Solicitation" or "Project" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

27. 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.

28. The words "Turn-key" to mean of or involving the provision of a complete product or service that is ready for immediate use.

29. The word "Utilities" to mean services used or consumed such as, but not limited to, electricity, gas, water, and sewerage.

30. 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.

*Any repetition of language or clauses in this solicitation shall be interpreted to reinforce in the affirmative the meaning statement repeated, or dismissed summarily as a scrivener's error.

Commented [EJ(3)]: Can I do one of these? ☺

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".

1. The word "County" to mean Miami Dade County, a political subdivision of the State of Florida.

1. 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.

1. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.

1. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

- ~~2. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.~~
~~— The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.~~
~~3. 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.

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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 Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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, with 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 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 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 Contractor 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 Contractor 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>

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

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

~~4.0 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.~~

~~4.10 Expedited Purchasing Program~~

~~Pursuant to Section 2-8.1.6 of the Code of Miami-Dade County, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.~~

1.11 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:

~~Set aside:~~

~~This Solicitation is set aside for SBE's.~~

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Subcontractor Goal:

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_____% 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 an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

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The participating SBE firm(s) or joint venture(s) 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 Division'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 Background

2.1 Miami-Dade County is seeking qualified, properly licensed and experienced entities to design, develop, construct, program and operate the Oasis area of Tropical Park. The Oasis shall be a year-round premier "park within a park" holding seasonal holiday and other events, with a significant green lawn area development available for resident and non-resident use while maintaining equitable access to facilities and programs.

The Oasis is anticipated to serve as a year-round premier facility that is:

- Accessible to all
- Demonstrates resiliency best practices
- Integrates and emphasizes the equestrian history of Tropical Park

The County expects that the Oasis will be used for the following park purposes:

- Playground area
- Seasonal special events
- Walking and strolling
- Music and dance
- Open lawn for picnicking
- Sculpture garden
- Grass amphitheater

2.2 Minimum Qualification Requirements

The following minimum qualification requirements shall be met by the Proposer or Subcontractor(s) assigned to the Project.

A. Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115 or;

B. Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing 489.117; and, hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Any work subcontracted must be subcontracted to a State of Florida or Miami-Dade County licensed contractor in the specific trade applicable and;

C. Architect(s) licensed and registered in the State of Florida as required by Chapter 481, Part I of the Florida Statutes, Architecture.

2.3 Insurance Requirements

The minimum qualification requirement for this Solicitation is

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2.4 County Objectives

The County seeks to accomplish the following objectives:

a) Develop the Park in accordance with the General Plan

Create and accelerate the development of public park improvements, public access, and limited exclusive uses proposed by the approved General Plan as set forth in Attachment . Immediate community benefit and access are of utmost importance. Substantial deviations from the General Plan may require additional plan and other regulatory approvals that may delay development. If, in the opinion of PROS, such deviation(s) are deemed substantial, then a governmental facilities hearing and approval from the Miami-Dade Board of County Commissioners will be required prior to the implementation of the Project.

*Note that this hearing process may result in Project delays.

b) Provide Economic Development

Development of the Oasis area within Tropical Park is considered a significant economic development enhancement tool for the central portion of the County. Development proposals should complement and bolster economic growth in the area and the County by maximizing consumer expenditures, creating local and area jobs, temporary construction, permanent employment and payroll, and adding to real property, business, sales and intangible tax collections.

c) Provide Revenue to PROS

This Project was conceived as a way to utilize the unique central County location of Tropical Park to create a flagship venue drawing residents and non-residents alike to enjoy new state-of-the-art green space and recreational events. The County expects the Site's development to provide a source of revenue to the County.

d) Project Use

The County expects that interested parties may profitably utilize the Site for the following public park purposes, all subject to County approval:

- Seasonal and recreational events, including but not limited to:
 - Holiday events
 - Music concerts
 - Farmers' markets
 - Fairs and festivals
 - Youth recreation
 - Other program and recreational activities
- Multi-purpose athletic field use
- Year-round public access during non-event periods

2.5 Project/Site Location and Description

The Site (see Attachment _____, Project Location) within Tropical Park occupies a prominent area within central Miami-Dade County, near recreational, employment, shopping, and educational amenities, as well as major transportation corridors (the Palmetto Expressway and Bird Road, which runs from the Homestead Extension of the Florida Turnpike to U.S. Route 1 in Miami. (See Attachment _____, Legal Description). It lies within an area dominated by a mixture of commercial and residential development.

The Site is owned and operated by PROS and is part of Folio 30-4022-002-0010 which contains an area of approximately 16.72 acres fronting the Palmetto Expressway. A portion of this property has been in use for a holiday light display for approximately 35 years.

2.6 Site Conditions

a) Existing Site Conditions

The Site and any existing improvements are offered "as-is, where-is" by the County, without further contribution, for the development, operation and management of the Oasis area. The Proposer shall, at its sole expense, as part of the Project, address any inconsistency or need between the existing condition and the conditions needed for proposed use, and shall be responsible for all costs associated with complying, removing, modifying, correcting, eliminating, monitoring, mitigating, remediating, or otherwise addressing any of the Site restrictions or conditions.

Land Development Restrictions: The Site is part of the National Park Service Federal Lands to Parks Program, which requires approval of the submitted Proposal by the State of Florida and the National Park Service, Secretary of the Interior prior to award. Additionally, the Contractor shall acquire or hold any licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Excluding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

b) Due Diligence Period

Immediately following the execution of any agreement issued as a result of this Solicitation, the County will allow a sixty (60) business day "Due Diligence" period for the Contractor to conduct any environmental investigations of the location. The

investigations shall be conducted at the Contractor's sole expense and may include complete environmental site assessments, sampling and material testing of the soils, sediments and possibly the groundwater. All of these assessments are subject to such conditions and limitations as may be imposed by the County, including without limitation, requirements for supervision by the County, insurance, indemnification of the County, disposition of reports and execution of any legal documents required by the County. The resolution and/or remediation of the results of such investigation(s), if or as required, remain the responsibility of the Contractor.

c) Improvements and General Plan

All uses of the Site must complement and be consistent with approved park and recreation uses for the property, and in accordance with the General Plan. The Contractor will be fully responsible for platting the property based on the Site plan they provide for in the Proposal or as negotiated and approved by the County. Note that the County will not apply for state or federal grants for development of the Site. Attached hereto as Attachment , specific components which the County is seeking to be in the proposals and may be phased in over time for the Oasis are as follows:

- Improvements and upgrades to the Ronald Reagan Equestrian Center (the "Equestrian Center") and stables
- Development of an iconic garden area
- Vehicular infrastructure improvements, including access road and parking island
- Pedestrian infrastructure improvements
- Main entrance improvements and beautification
- Tree planting throughout designated area
- Improve edge condition of lake (shoreline beautification)
- Interpretive signage

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2.7 Project Plan

The County approved a General Plan for Tropical Park in through Resolution (Attachment). The approved General Plan proposed the establishment of . Proposers are required to generally conform to the approved Plan, but may provide other innovative design solutions that address all regulatory requirements of the Site. As noted in Section 2.2.a above, substantial deviations from the approved General Plan may require additional plan and other regulatory approvals that may delay development and may reduce the competitiveness of the Proposal. All site plans will require review, input, and approval from PROS as well as other jurisdictional agencies.

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In all improvement scenarios, the County shall maintain ownership of the land, infrastructure and improvements. The Contractor will be granted an exclusive license to manage and operate the improvements until the expiration of the agreement. Tropical Park, including the Oasis area, is a publicly owned County park which shall remain open to the public during operating hours, including any approved extended hours of operation. The County will not permit the Contractor to offer permanent exclusive use of the facility to the exclusion of public use and access. Notwithstanding occasional specific and exclusive events, all use of the remainder of the property shall not be exclusive so that public access is not unreasonably restricted. The Contractor shall be required to coordinate use calendars with the County in order to retain and manage public access and use.

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The County will require an operational and physical staff presence within the property, and require up to eighteen (18) calendar 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 Contractor. All such County uses shall be agreed upon in advance with the concurrence of the Contractor.

2.8 Project Requirements

In addition to seasonal and other events referenced above at Section 2.4(d), the County requires the following priority public park components as part of the Project, in accordance with Attachment :

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- The development of the Linear Park and Oasis Event Areas (including pedestals, signage, ADA-compliant lighted pedestrian paths and walkways, utility and electrical hookups and consoles at various and strategic locations along the parkway, shaded site furniture (benches), outdoor exercise equipment, children's nature play equipment, and special event area (including roadway when closed).
- Both the Linear Park and Oasis Event Areas shall be well-lit during both event and non-event hours of operation, and shall both be well-maintained green spaces conducive to public recreation year-round. The Linear Park Event Area fronting SR 826 shall be landscaped and lighted to highlight and invite access through this perimeter as an alternative main entrance to Tropical Park.

- Multi-Purpose Fields (two new regulation lighted fields and one new practice area, all with artificial turf)

Note that any proposed events are not to impair, impede or otherwise conflict with scheduled Tropical Park Equestrian Center events, subject to the discretion of the County. Upon request, and at the discretion of the County, three (3) Equestrian Center covered arenas covering approximately four (4) acres may be available for event use, subject to additional fees determined by the County.

The Contractor shall ensure compliance with any requirements of the approved General Plan in addition to compliance with all state, federal and local requirements.

2.9 Information Technology Infrastructure

In conjunction with County staff and subject to County technology requirements, the Contractor shall install and maintain an information Technology (IT) infrastructure for the Element that has the capacity for free safe and secure public wireless fidelity (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 Contractor 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.)

2.10 County Requirements

Tropical Park, including the subject Oasis area, is a public park open to all residents and tourists alike. Except as it pertains to any designated special events, there shall be no general property entrance fee, but there may be field, parking, and supporting office rental charges. The County seeks to ensure and retain public access and use, but it does not preclude the Contractor from scheduling site and facility rentals that do not eliminate public access to other areas not reserved for development or event uses. The Proposer is not expected to charge for parking except for designated special events.

The County seeks a development that is fiscally sustainable by the Contractor without requirements for capital or operational support by the County. The County has not budgeted any funds to be used for the development, operation, or maintenance of the Site.

As set forth in Section 1.10 of this Solicitation, 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 Contractor 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 Developer 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 Contractor shall:

- Operate the Site seven (7) days per week with hours consistent with public demands, in accordance with Tropical Park's normal hours of operation (7:00 am to 10:30 pm). 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 designated special events, with the exception of extreme weather.
- 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 awarded Proposer.
- 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 Contractor. Quarterly or annual calendar meetings can be used to determine schedules.
- Provide security for the entire facility as needed, or as determined by the County to be necessary.

Commented [PP13]: Placeholder for the parking garage here while we flesh out the elements for the solicitation.

e) Develop, operate, and manage a 2-story parking garage structure to help meet the current and projected parking needs of the Linear Park and Oasis Event Areas. The County is seeking a proposal that demonstrates creativity addressing compatibility with the surrounding natural environment, quality design, and quality materials in construction, as well as a garage structure that honors the significance of the heritage park in which it lies. The parking garage must include all associated access and vehicular circulation infrastructure required for its use. Vehicles parked within the garage structure shall not be visible from the surrounding park areas and the structure shall be screened by a liner building containing a minimum depth of twenty (20) feet of habitable space on the ground floor along all frontages for uses such as educational and recreational programming. Lining the parking garage will provide more opportunities for usable space for County functions or programs, and enhancing the architectural details and structure at the human scale shall create an inviting pedestrian experience for park visitors and contribute to the overall character of the Park. For all levels above the ground floor, the architectural features of the parking garage structure shall appear consistent and harmonious. Innovative design concepts including green walls and green roof terraces with multipurpose facilities shall be provided. The parking garage structure shall be seen as a great opportunity for design excellence that complements the vibrant park environment.

2.11 Project Requirements

The Contractor will be responsible for the design, permitting, construction, construction management, operation, business planning, maintenance, management, and other aspects of the Oasis site that will provide a Turn-key operation to the County. It is the responsibility of each Proposer before submitting a proposal to:

- a) 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 contract 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.;
- b) Become familiar with Site conditions that may affect costs, progress, performance or furnishing of the Work; and
- c) Take into account federal, state and local laws, regulations, permits, and ordinances that may affect costs, progress, performance, and furnishing of the Work.

2.12 Qualifications and Experience of Development Team

The County is seeking a Development Team with appropriate experience in completing developments of comparable size and complexity in order to ensure the successful development of the Oasis. Proposals that include a specific design professional/firm and/or specific construction professional/firm as part of its Development Team that are selected by the County are deemed to have satisfied F.S. Chapter 255.20. Following approval from the Board of County Commissioners and subsequent execution by the County Mayor or designee, the Contractor may substitute the design firm with approval by the County and still deemed to be compliant with to County selection requirements. However, should the Contractor later seek to change any construction firm which was approved as part of the Contract award, must select a new firm pursuant to F.S. Chapter 255.20. Proposers that do not include such professionals as part of the Development Team shall, if their Proposal is selected and approved by the County, be secondarily required to adhere to F.S. Chapter 255.20.

2.13 Qualifications and Experience of Management /Operations Team

The County is seeking a Management/Operations Team as a whole that has the requisite expertise in team training, lodging, food service, retail operations, training/fitness/rehabilitation facilities in addition to event management, financial and management capability to operate the Oasis.

2.13 Compensation

The County has completed a fair market appraisal of the property resulting in an average "as is" rounded final land value of \$31,000,000 for the Site. The County expects to be fairly compensated by the Proposer for use of the Site.

Capital Maintenance Reserve Fund

Beginning in Year One (1), the County expects the Contractor to create a Capital Maintenance Reserve Fund (the "Fund") as a part of its pro-forma. Disbursements from the Fund shall be mutually agreed upon as to ensure the Oasis is kept and maintained in as-new shape.

Years 1-20

1) Rent

- a. Initial Rent. The Contractor shall pay the County an Initial Rent annually, apportioned on a monthly basis, for the period between the Agreement Effective Date and the Date of Beneficial Occupancy (after improvements) at any or all of the respective Site improvement Areas. The first payment of Initial Rent shall be due within 30 days of the Agreement Effective Date.
- b. Minimum Guaranteed Monthly Rent. After the Date of Beneficial Occupancy (after Certificate of Occupancy is issued by an authorized building official) for any portion of the Site and continuing through the termination date of the Agreement, the Contractor shall pay the County a Minimum Guaranteed Monthly Rent to the County on the first day of each month.
- c. Monthly Percentage of Gross Revenues. In addition to Initial Rent and Minimum Guaranteed Monthly Rent, the Contractor shall pay the County on a monthly basis a Percentage of Gross Revenues from the Proposer or third parties, from the sale of all fees, goods and services provided at the Site, or any portion thereof, as of Date of Beneficial Occupancy (after improvements) for the Site, or any portion thereof. Additionally, PROS anticipates the Oasis may produce additional income that will accrue to the proposed developer in the form of event parking revenues, corporate sponsorships, licenses, television and possibly advertising revenues, etc.
- d. Project Management Fee. PROS will assign a Capital Project Manager ("CPM") to the Project to expedite its design, permitting, and construction, as applicable. 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) Improvements

During the first twenty years of the Project, the County may consider offsetting capital investments, completed improvements and services in combination with rent amounts outlined above as compensation to the County for the use of the Site, subject to negotiation.

Option Years 21 - 30

Commencing in Year Twenty-One (21), and including any successive and additional renewal periods, the County will only accept compensation based on combined Minimum Guaranteed Monthly Rent and Monthly Percentage of Gross Revenues.

- 1) Minimum Guaranteed Monthly Rent. Through the termination date of the Agreement, the Contractor shall pay the County a Minimum Guaranteed Monthly Rent for the Site to the County on the first day of each month.
- 2) Monthly Percentage of Gross Revenues. In addition, the Contractor shall pay the County on a monthly basis a Percentage of Gross Revenues from the Proposer or third parties, from the sale of all fees, goods and services provided at the Site, or any portion thereof, as of Date of Beneficial Occupancy for the Site or any portion thereof. Additionally, PROS anticipates the Oasis may produce additional income that will accrue to the proposed developer in the form of event parking revenues, corporate sponsorships, licenses, television and possibly advertising revenues, etc.

2.2 Tasks

2.2 Deliverables

2.2 Reporting

2.2 Schedule

2.2 Budget/Cost

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2.3 Payment Schedule

2.3 Training

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals 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 (or Review Team) which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee (or Review Team) 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 (or Review Team) 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 (or Review Team) member.

Technical Criteria Points

- 1. Proposer's relevant experience and qualifications, including experience and qualifications of the Development Team and/or staff, the Management/Operations Team, and any other key personnel providing Services, including any subcontractors. 25
2. Proposer's approach to the development of the Oasis, including how the proposed plan is consistent with the approved General Plan per resolution, development plan, cost estimates, development schedule including phasing approach, and project renderings. 30
3. Proposer's approach to the ongoing management and operation of the Oasis. 30

Price Criteria Points

- 4. Proposer's financial capability, including financial capacity, financing/equity commitments, and cash flow pro forma. 30
5. Proposer's total proposed compensation to the County, including rent, improvements, and capital maintenance reserve. 35

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<u>Total Points</u>	<u>150</u>
<u>Technical Criteria</u>	<u>Points</u>

- ~~Proposer's relevant experience, qualifications, and past performance~~
- 1. ~~Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors~~
- 2. ~~Proposer's approach to providing the services requested in this Solicitation~~

<u>Price Criteria</u>	<u>Points</u>
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- 2. ~~Proposer's proposed price~~

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4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the ~~Competitive Selection Committee (or Review Team)~~ may choose to conduct an oral presentation with the Proposer(s) which the ~~Competitive Selection Committee (or Review Team)~~ 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 (or Review Team)~~ will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

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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 Division 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 Division at (305) 375-2378 or <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 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 **Price Evaluation**

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

4.7 **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, ~~(or Review Team)~~ 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 ~~e (or Review Team)~~ will recommend that a contract be negotiated with said local Proposer.

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4.8 **Negotiations**

The Competitive Selection Committee ~~(or Review Team)~~ 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.

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with 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. 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. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

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

d) User Access Program

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

- [Attachment : Project Map](#)
- [Attachment : Legal Description](#)
- [Attachment : Tropical Park General Plan](#)
- [Attachment : Conceptual Site Plan](#)
- [Attachment : Proposed Lease Area Boundaries for Tropical Park Oasis](#)
- [Attachment : Miami-Dade County Charter - Article 7 Restrictions](#)
- [Attachment : Resolution](#)
- [Attachment : Sample Pro Forma](#)
- [Attachment : Sample Cost Estimate](#)
- [Attachment : Sample Worksheet](#)
- [Attachment : Draft Development Rider](#)
- [Attachment : Draft Lease and Development Agreement](#)

[Proposer Submission Package, including:](#)

- Web Forms,* including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor/Supplier Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit
- Proposer Information Section**
- Form 1 – Compensation Proposal Schedule**
- Form 2 – RFTE Program Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)

*Note 1 – The Web Forms are provided via BidSync for electronic submission.

**Note 2 – The Proposer Information Section and Form 1 have been posted to BidSync in the form of fillable Microsoft Word documents.

Draft Form of Agreement

Proposal Submission Package, including

Proposer Information Section

Web Forms – Proposal Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule