

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. RFP-01515

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RFP-01673
 TERM OF CONTRACT 90 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Development of Vizaya Station Property

Description: RFP process to procure a developer to finance and construct a mixed use (commercial/possible residential) complex on County property with a revenue sharing agreement. There will be no County funding contributions for this project. The property has a federal interest.

Issuing Department: DTPW
 Contact Person: Javier Bustamante
 Phone: 786-469-5244

Estimate Cost: Revenue Generating

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

ANALYSIS

Commodity Codes:	57863	91889	92561		
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<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	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: Brian Webster	Date sent to SBD: 09/17/2020
	Date returned to DPM:



**REQUEST FOR PROPOSALS (RFP) No. 01673
FOR
DEVELOPMENT OF VIZCAYA STATION PROPERTY**

ISSUED BY MIAMI-DADE COUNTY:

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

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Brian Webster, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
E-mail: brian.webster@miamidade.gov

PROPOSALS DUE:

On the date and at the time specified in BidSync. Check BidSync for potential updates.

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.

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1.0 General Requirements

1.1 Introduction

Miami-Dade County, hereinafter referred to as the “County”, as represented by the Internal Services Department (ISD) and Miami-Dade Department of Transportation and Public Works (DTPW), is soliciting proposals from experienced developers with a proven track record of successfully completing profitable, mixed-use developments for the joint development of approximately 2.62 acres of County-owned property adjacent to the Vizcaya Metrorail Station located at 3205 SW First Avenue, Miami, Florida, in a manner that is compatible with the surrounding community.

Subject to the approval of the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and the Miami-Dade County Board of County Commissioners (the Board), the County anticipates awarding a Development Agreement for the right and obligation to develop the property described above. The Development Agreement will allow, but not require, the property to be divided into separate components or Phases, as defined in Section 1.2 below and will provide for long-term ground lease(s) to become effective, on a Phase by Phase basis if a phased development is proposed, upon the Developer meeting all requirements to begin construction, as more fully explained in Section 2 below.

It is anticipated that the ground lease(s) resulting from this Solicitation will have a total maximum term of 90 years but will have periodic renewal terms, the length of which will be based upon the scope of the development proposed and will be established during the negotiation process.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TDB
Pre-Proposal Conference:	See BidSync for information regarding a scheduled Zoom Conference. Attendance is recommended but not mandatory.
Deadline for Receipt of Questions:	See BidSync for the scheduled date and time
Proposal Due Date:	See BidSync for the scheduled date and time.
Evaluation Process:	TBD
Projected Award Date:	TBD

1.2 Definitions

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

- A. The words “Board” or “Board of County Commissioners” to mean the Miami-Dade County Board of County Commissioners.
- B. The word “Closing” to mean the execution and delivery of a Lease for the Project, or Phase of the Project, if applicable, in accordance with the provisions of the Development Agreement, at which time the Lease shall become effective and the Developer shall take possession of the Development Site or the applicable portion of the Development Site (Phase).
- C. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- D. The word “Developer” to mean the entity selected by the County for award of a Development Agreement
- E. The words “Development Agreement” to mean the agreement between the Developer and the County resulting from this Solicitation which contains the general terms, conditions, obligations and phasing, if applicable, under which the entire Development Site is to be developed.
- F. The words “Development Site” or “Site” to mean the real property being offered for development by this Solicitation as described in Exhibit A.
- G. The term “Highest and Best Use” to mean the reasonably probable and legal use of the Development Site that is physically possible, appropriately supported and financially feasible and that results in the highest value, provided, however, that said development shall be compatible with and complementary to the surrounding community and consistent with development along this portion of the US 1 corridor.

- H. The word "Lease(s)" to mean the agreement(s) under which the County-owned property will be leased to the Developer for development under a ground lease(s) which becomes effective upon the Developer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.
- I. The word "must" when used in this Solicitation is intended to always convey a mandate and/or a requirement.
- J. The words "must not" when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
- K. The words "Phase" or "Phased Development" to mean the division of the Project into separate and distinct portions, or Phases under separate Leases for purposes of development, financing, construction, operation and ownership of improvements.
- L. The word "Project" to mean the overall development of the Development Site, including all Phases if applicable, as contemplated by the response of the Developer to this Solicitation.
- M. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation as amended or modified through negotiations.
- N. The word "Proposer" to mean the person, firm, entity, organization, joint venture or consortium submitting a proposal in response to this Solicitation, as stated on the Proposal Submittal Form.
- O. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Developer.
- P. The word "shall" when used in this Solicitation is intended to always convey a mandate and/or a requirement.
- Q. The words "shall not" when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
- R. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
- S. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Developer, who contracts with the Developer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Developer.
- T. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Developer in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

- A. 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. 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.
- B. 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. The County will not accept Proposer's exceptions to the Development Agreement or Lease Agreement in the Proposer's proposal. Proposers may request a change to the Development and Lease Agreements during the question and answer period, via BidSync prior to the proposal due date.
- C. As further detailed in the 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."

- D. 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.
- E. 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 is 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 Proposal Guarantee

The Proposer must submit a Proposal Guarantee in **the amount of \$100,000** as part of its Proposal submission. The Solicitation number must be referenced on the Proposal Guarantee. A copy of the Proposal Guarantee must accompany the Proposal submitted electronically through the BidSync proposal submission system. The Proposal Guarantee (original document) must be received by Brian Webster, Procurement Contracting Officer, 111 NW 1st Street, 13th Floor, Miami, Florida 33128, between 8 am and 5 pm, and within 48 hours of the Proposal response due date on the cover. Proposal Guarantees not received within 48 hours by the Contracting Officer may render the Proposal non-responsive. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to Miami-Dade County. Proposal Guarantees will be returned after the Contract is executed, unless returned earlier, at the County's discretion.

1.11 Compliance with Local, State and Federal Requirements

During the performance of the Development Agreement and/or Lease(s) resulting from this Solicitation, the Proposer agrees to comply with all applicable local, state and federal requirement including, but not limited to the following:

- A. Non Discrimination - Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- B. American with Disabilities Act of 1990 (and Related Acts) and Miami-Dade County Resolution No. R-385-95 - Proposer shall not be in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render any Development Agreement and/or Lease(s) resulting from this Solicitation void. The Development Agreement and/or Lease(s) resulting from this Solicitation shall be void if the Proposer submits a false affidavit pursuant to this Resolution or the Proposer violates the Act or the Resolution during the term of any Development Agreement and/or Lease(s) resulting from this Solicitation, even if the Proposer was not in violation at the time it submitted its affidavit.
- C. State Requirements - Proposer shall comply with all requirements of Florida Statutes, Section 255.05, including Sections 255.05(1)(a) and (c), 255.05(3), and 255.05(6).
- D. Federal Requirements - Proposer agrees to comply with the following:
 - 1) Requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex;
 - 2) Requirements found in 49 CFR Parts 27.7, 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;
 - 3) The Federal Transit Administration Master Agreement, updated annually, particularly relating to conflicts of interests and debarment.

1.12 Compliance with FTA and FDOT Requirements

This Solicitation is for the joint development of property purchased, in part, with funds provided by the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT). Accordingly, all agreements resulting from this Solicitation must comply with all FTA requirements for joint development. (Information related to FTA regulations regarding joint development can be found at <https://www.transit.dot.gov/jointdevelopment>.) Additionally, award of any agreement subsequent to this RFP will be subject to approval from the FTA and Florida Department of Transportation (FDOT). Such approvals are required prior to submission for consideration by the Board of County Commissioners.

1.13 Art in Public Places Requirement

This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County and Administrative Order 3-11, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools> or <http://intra.miamidade.gov/managementandbudget/procedures.asp>).

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

1.14 Insurance Requirements

The draft Development Agreement (Attachment C) and draft Lease Agreement (Attachment D) contain typical insurance requirements, however, the specific types, amounts and classifications of insurance coverage required will be determined by the County based upon the development proposed.

Prior to the commencement of any work under the Development Agreement and/or Lease(s) resulting from this Solicitation, the Developer shall furnish to Miami-Dade County Internal Services Department, Strategic Procurement Division and to the Department of Transportation and Public Works Certificates of Insurance which indicate insurance coverage has been obtained that meets the requirements stated in the final agreements.

2.0 Scope of Services

2.1 Background

- A. Miami-Dade County is seeking proposals from experienced developers with a proven track record of undertaking and successfully completing profitable, mixed-use developments for the Transit Oriented Development of County-owned property located adjacent to the Vizcaya Metrorail Station. The property being offered for development (the "Development Site") consists of approximately 2.62 acres of property. The major portion of the site currently consists of surface parking lots with a bus terminal and a passenger drop-off and pick-up area also located on the site.

It should be noted that the Development Site is located adjacent to a historic area of the City of Miami with a very distinctive character and it is very important that developments proposed in response to this Solicitation are compatible with and complementary to the surrounding area.

- B. Proposals submitted in response to this Solicitation must include a development plan which incorporates the entire Site.
- C. Proposed developments must include the following elements:
- 1) Be appropriately scaled, complementary to and compatible with existing and planned development in the surrounding area;
 - 2) Provide functional and aesthetic transitional elements between the development and the immediately surrounding neighborhood;
 - 3) Inclusion of amenities which will be attractive and beneficial to residents of the surrounding community and residents and/or patrons of the development.
 - 4) Incorporate Transit Oriented Development concepts;
 - 5) Take advantage of the proximity and convenient accessibility of the property to the Vizcaya Metrorail Station;
 - 6) Provide functional and aesthetic integration of the Vizcaya Metrorail Station (the "Station") into the overall development with a direct physical connection between the development and the Station;
 - 7) Provide functional and aesthetic connections between the surrounding community, the Station and the development.
- D. The bus terminal and passenger drop-off and pick-up area must remain on the Development Site, however, subject to approval by the County, may be reconfigured, relocated and/or replaced with like-kind or better facilities.
- E. A minimum of 100 parking spaces must be provided for transit patrons. However, up to seventy percent (70%) of those parking spaces may be shared parking and may be located within a parking structure constructed on the Development Site.
- F. The County anticipates awarding a Development Agreement for the right and obligation to develop the entire Development Site. The Development Agreement allows, but does not require, the Development Site to be divided into separate development components or Phases for purposes of development. (See definition of Phase in Section 1.2.) The Development Agreement will provide for long-term ground lease(s) [Lease(s)] to become effective, on a Phase by Phase basis, if applicable, when requirements to begin construction have been met. It is anticipated that the Lease(s) will have a total maximum term of 90 years but will contain periodic renewal terms, the length of which will be based upon the scope of the development proposed and will be established during the negotiation process. Renewal terms shall be automatic provided the Developer has remained in compliance with the provisions of the Development Agreement and any Lease(s) resulting from this Solicitation.
- G. The proposed development plan shall describe the Proposer's concept for the entire Site being offered by this Solicitation. The Development Site may be divided into distinct development components (Phases), each of which can be financed, developed and operated independently from the other Phases. In dividing the Development Site into Phases, Proposers must include all of the property included in the Development Site into the proposed Phases. No portion of the Site shall remain outside of the boundaries of a Phase. Shared easements may be platted/recorded within the Development Site but must be contained within a Phase. Additionally, each Phase must, on a stand-alone

basis, comply with all laws, ordinances, zoning requirements and building codes, be commercially and economically viable, be capable of operating independently from all other Phases and allow for free and open access to and between all Phases and the Vizcaya Metrorail Station. The term Phase is not meant to require development of the Phases in any particular sequence and Phases may be developed concurrently.

- H. A major objective of this Solicitation is to provide for the development of the entire Site to its Highest and Best Use as expeditiously as is feasible, in compliance with all applicable regulations and to avoid having any portion of the Site remain undeveloped or underdeveloped for an extensive period of time, provided, however, that said development is compatible with and complementary to the surrounding community,. Consequently, proposals which allow for development of the entire Development Site with the separate development components (or Phases if a phased development concept is proposed) to be constructed concurrently or in quick succession are strongly encouraged.
- I. The Proposer must have the authority to submit the proposal and negotiate and execute the resulting Development Agreement. The County will only negotiate and subsequently award a Development Agreement resulting from this Solicitation to the legal entity that submits the proposal. Developers may include joint ventures, consortiums or similarly structured entities whose members meet the above described qualifications.
- J. The term Development Agreement shall be used throughout this Solicitation to describe the agreement which contains the terms, conditions, obligations and phasing, if applicable, under which development rights to the Development Site will be granted to the Developer and the entire Development Site is to be developed.
- K. The term Lease shall be used throughout this Solicitation to describe the agreement under which County-owned property will be leased to the Developer for development under a ground lease which becomes effective upon the Developer meeting the obligations and obtaining the required approvals to begin construction, in accordance with the Development Agreement resulting from this Solicitation.
- L. A draft form of Development Agreement and a draft form of Lease are included as Attachment C and D. Certain provisions of those agreements may be negotiated and amended. However, the County reserves the right to determine the final form of the Development Agreement and Lease(s) resulting from this Solicitation and to include non-negotiable standard County provisions and requirements.

2.2 Project Objectives

The objectives of the County in offering the Development Site for development are the following:

- A. Development of the entire Development Site to its Highest and Best Use, provided, however, that said development is compatible with and complementary to the surrounding community and consistent with development along this portion of the US 1 corridor, through a comprehensive, cohesive, predominately residential mixed-use with incidental retail, multi-component Transit Oriented development plan.
- B. Development which demonstrates excellence, creativity and innovation in architectural design and layout design.
- C. Development which provides functional, aesthetic and appropriate transitional elements between the development and the surrounding area.
- D. Development that complies with regulations applicable at the time of commencement of construction for the Project or Project Phase, as applicable.
- E. Development which provides positive economic impacts to the community.
- F. Inclusion of amenities which will be attractive and beneficial to residents of the surrounding area and to residents and/or patrons of the development.
- G. Development that takes maximum advantage of the proximity and convenient accessibility of the Site to the Station and is functionally and aesthetically integrated into the Vizcaya Metrorail Station with a direct physical connection between the development and the Station.
- H. Development which incorporates resource efficient features.
- I. Development with demonstrable market/financial viability.
- J. Development of the entire Development Site within the shortest time feasible.
- K. Development which provides a substantial, long term source of income for the County based upon fair market value

of the Development Site.

- L. Quantifiable financial benefits to the County such as replacing, upgrading and/or maintaining County facilities.

2.3 Property Information

The Development Site consists of approximately 2.62 acres of property located immediately adjacent to the Vizcaya Metrorail Station. The major portion of the site currently consists of surface parking lot with a bus terminal and passenger drop-off and pick-up area also located on the site. The Vizcaya Metrorail Station is one of twenty-three stations on the elevated rapid transit rail system serving Miami-Dade County. The Station and Development Site is located at the junction of SW 32 Road and Highway US 1 in "The Roads" section" of the City of Miami, Florida. This section of Miami is a residential area located just south of the Brickell area and close to downtown Miami. (See Exhibit A.)

Conditions which apply to development of the property include, but are not limited to, the following:

- A. The Site is within Flood Zone X, an area of minimal flood hazard.
- B. A 1985 plat for the Development Site and right-of-way map is attached as Exhibit D. Barring any unusual circumstances, replatting of the Site should not be required.
- C. As shown on the 1985 plat, there is an existing FPL easement on the Site which contains FPL transmission equipment.
- D. The County has requested confirmation of utilities from companies likely to have utilities located within or near the Development Site. The information that was received is included in Exhibit E. Please note that the County has not verified the accuracy or completeness of the information provided. Accordingly, it is the responsibility of Proposers to confirm the existence and location on the Development Site and all costs related to the relocation of utilities and vacation of any easement are the responsibility of the Developer.
- E. A bus terminal and a drop-off-pick up area for private vehicles are located on the Development Site. Those facilities must remain on the Development Site, however, the Developer may be granted the right, subject to approval by the County, to reconfigure and/or relocate those facilities within the Site.
- F. The developer shall be required to provide 100 parking spaces within the Development Site for the use of the County and transit patrons. A minimum of 30 parking spaces must be reserved for the exclusive use of the County and transit patrons at all times. The remaining 70 parking spaces reserved for the County and transit patrons may be shared spaces, however, those 70 spaces must always be available for the exclusive use of the County and transit patrons Monday through Friday between the hours of 6 a.m. and 7 p.m. The required parking spaces may be located within a parking structure.
- G. Fee simple title ownership of the land shall remain in the name of the County and no subordination of the fee simple interest in the land or the County's ability to fully realize the monetary and non-monetary benefits contemplated by the Development Agreement and/or Lease(s) resulting from this Solicitation will be permitted.
- H. The County reserves the right to exclude existing or proposed streets, sidewalks and easements from the Development Site.
- I. Because of its proximity to the Metrorail System, certain conditions exist that may affect the Development Site. These include elevated noise levels and the presence of particles and sediments resulting from the operation of the Metrorail System. The Developer will be required to take reasonable measures to minimize any damages that may occur as a result and the Developer shall hold harmless the County for any costs, losses, injuries or damages resulting from elevated noise levels and particles or sediments caused by the operation of the Metrorail System.
- J. The rights offered by this Solicitation do not include the right to name or re-name any County-owned or operated facility and/or system and in no event is the County required to grant such rights. However, the County may consider granting such rights if sufficient inducement is offered.
- K. The Development Site is located within the Rapid Transit Development Impact Zone and the Miami-Dade County retains all zoning and permitting responsibilities. Proposers are encouraged to meet with County staff in the Development Services Division of the Miami-Dade County Department of Regulatory and Economic Resources.
- L. Development is subject to Chapter 33C of the Miami-Dade County Code of Ordinances, Fixed-Guideway Rapid Transit System Development Zone. Because the Site lies within the boundaries of the City of Miami, Proposers are advised to take particular note of the process described in Section 33C-2D(2)(e) and the provisions contained in

Section 33C-8. (See Exhibit F.)

- M. The Development will be subject to Miami-Dade County's Administrative Site Plan Review (ASPR) and Rapid Transit Development Impact (RTDIC) development process. While the code sets forth theoretical height and density maximums, the development must be compatible with, consistent and complementary to the surrounding area.

2.4 Site Visits and Inspections

Most areas of the Development Site are open to the public during normal business hours and may be visually inspected by potential proposers during those hours. Additionally, a site visit will take place as part of the Pre-proposal Conference.

2.5 Developer's Responsibilities

- A. After award of a Development Agreement the Developer shall be responsible for all aspects related to and payment of all expenses associated with the planning, construction, maintenance and operation of the proposed development, including but not limited to, the following:
 - 1) Securing all financing as required by the agreements resulting from this Solicitation and payment of all costs related to the planning, construction and operation of the proposed development;
 - 2) Obtaining certified, insured, experienced and reputable architectural, engineering and construction services including a general Contractor, project manager and Subcontractors;
 - 3) Participation in community outreach activities. (Because of the distinctive character of the area in which the Development Site is located and the extent to which the surrounding community may wish to participate, community outreach activities are expected to be an important aspect of the development process.);
 - 4) Duly applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to, during and after construction. (The County anticipates that all approvals and permits necessary to begin construction on the Project or Phase, should be obtained within two years.);
 - 5) All development fees imposed in connection with the development by the City, County or any other agency of appropriate jurisdiction;
 - 6) All off-site public improvements and/or infrastructure required for development of the Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Developer;
 - 7) Extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities, if necessary;
 - 8) Any alteration, relocation, or replacement of any County and/or private facilities, either temporary or permanent, and with any measures required to maintain County and/or private operations during development shall be at the sole cost of the Developer;
 - 9) Submission of plan(s) to mitigate any disruption to County, other public and/or private operations and/or impacts to County, public and/or private facilities. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact County, public or private operations and/or facilities. Any damage or impacts to County, public or private systems, facilities or operations resulting from activities undertaken or authorized by the Developer must be immediately remediated at the Developer's sole expense. If required by the County, the Developer must prepare and submit a monitoring, mitigation and remediation plan. The plan, if required, must receive the written approval of the County and be executed by the Developer;
 - 10) Certain activities which may potentially impact County facilities and/or operations may require the presence of County employees or representatives to monitor and coordinate activities. The Developer shall be responsible for all costs incurred as a result of such activities, including but not limited to, payment for all expenses incurred by the County in providing employees or representatives to monitor and coordinate activities;
 - 11) The Developer shall be solely responsible for any environmental review and assessments required by any authority having jurisdiction over such matters including performing any and all studies and analyses required for such review and assessments and for any remediation of the Site, if required, at its sole expense;

- 12) Filing of Development Agreement, and Lease(s) or any other agreements resulting from this Solicitation and payment of all recording fees;
 - 13) Because the Site is County-owned it is not currently subject to real estate taxes; however it is the responsibility of the Developer to determine any and all tax consequences which may arise as a result of placing a development on the Site and for the payment of any and all taxes associated with the development of the Site, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Site;
 - 14) Submission of status reports to the County regarding the Project development upon award of Development Agreement. Frequency, subject matter and details covered in status reports will be determined by the County and may be changed at any time at the discretion of the County;
 - 15) Commencement and completion of the construction of the Project in a timely manner and in accordance with the applicable rules, regulations, ordinances and standards required by Miami-Dade County and any other applicable regulatory agency;
 - 16) Prior to construction, the Developer's designated Project Manager, its contractors and/or subcontractors, as determined appropriate in the sole discretion of the County, will be required to meet with County staff to provide relevant information and to coordinate construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the County;
 - 17) Obtaining bonding and/or assurance of completion as required by law and in a manner acceptable to the County;
 - 18) Obtaining all insurance coverages as required by the County;
 - 19) Applying for and obtaining any zoning changes and/or any other land use planning changes and/or waivers from the County and any other agency having jurisdiction as applicable. (The County does not make or offer any representation or warranty that any such requested changes will be granted.); and
 - 20) Obtaining any and all access permits from the City, State, County, and/or any authority with such jurisdiction.
- B. The property is being offered for development on an "as is" basis. The Proposer is solely responsible for completing a comprehensive due diligence process regarding development of the Development Site. The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.
- C. Acceptance by the County of the Proposer's Proposal for the Development Site does constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the Site, its suitability for the uses contemplated by this Solicitation or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal. The Developer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The County does not guarantee or represent, in any way, that it will provide support or assistance to the Developer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected Miami-Dade County or City of Miami officials or any officials charged with issuing such approvals.
- D. In the event that the Developer fails, for any reason, to secure adequate financing for development as described, and in conformity with the schedule contained in the Development Agreement resulting from this Solicitation, the County reserves the right to terminate any agreement(s) resulting from this Solicitation.
- E. The proposed financing of the Project may not allow for the cross-collateralization or cross-defaulting with any other property, project or other assets. Further, if a Phased Development or similar type of development with separate components is proposed, each Phase or component of the Project must be independently financed and the financing of any Phase(s) or component(s) may not allow for cross-collateralization or cross-defaulting with any other Phase(s) or component(s).

2.6 County Facilities and Operations

County facilities and operations are of critical importance to the County. It is of critical importance that County operations be maintained. Any alteration, relocation or replacement of County facilities or activities that may impact facilities and/or operations, either temporary or permanent, may be undertaken only with the express written consent of the County and

may be subject to review and approval of the Miami-Dade Transit Rail Change Review Board. Additionally, all activities must be in substantial compliance with the requirements set forth in the Miami-Dade Transit Construction Safety Manual (Exhibit B) and the Miami-Dade Transit Adjacent Construction Safety Manual (Exhibit C) or their replacements, as applicable, including the requirement to obtain contractor identification badges.

3.0 Response Requirements

- A. 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.
- B. The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services, in accordance with the requirements of the Proposer Information Document. 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 which will evaluate and rank proposals on the criteria listed below. The County Mayor shall appoint appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge to the Competitive Selection Committee, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total one thousand (1,000) points per Competitive Selection Committee member.

Technical Criteria		Points
1.	<u>Project Plan/Development Approach</u> Proposer’s approach to development of the Development Site and incorporation of elements that will result in the proposed development meeting the project objectives outlined in Section 2.2 “Project Objectives”.	250
2.	<u>Market/Financial Viability</u> Market/financial viability of the proposed development.	100
3.	<u>Project Schedule</u> Project schedule, including proposed phasing if applicable, that results in the development of the entire Development Site meeting all of the Project Objectives set forth in Section 2.2 “Project Objectives”, within the shortest time period feasible.	150
4.	<u>Qualifications and Past Experience</u> Relevant qualifications and past experience of key personnel in the development Industry, including key personnel of subcontractors that will be assigned to this project, and experience and qualifications of subcontractors.	150
5.	<u>Financial Strength and Capability to Secure Financing</u> Financial strength of the Proposer and its capacity to secure financing	100
Total (Technical Criteria):		750
Financial Criteria		Points
6.	<u>Proposal Price Schedule</u> The proposed Development Fee, Initial Annual Rent and Annual Rent, factoring in the proposed Annual adjustment to Annual Rent, in accordance with the Proposal Price Schedule.	200
7.	<u>Financial Benefits to the County and Community</u> Other quantifiable benefits to the County such as replacing, upgrading and/or maintaining County facilities including elevators and escalators, landscaping and hardscaping, illumination, wayfinding signage, providing passenger amenities and enhancing pedestrian access to the station.	50
Total (Financial Criteria):		250

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (“an affiliated company”). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, Technical and Financial, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price Evaluation

The price proposal (Proposal Price Schedule) 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, which shall also mean “Development Agreement” and “Lease Agreement”, as may be in the best interest of the County.

4.5 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. 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 better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better 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:

- 1) 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.

- 2) 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.
- 3) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.6 Agreement Award

Any proposed Development Agreement and Lease(s) resulting from negotiations will be submitted to the FTA and FDOT for approval. If approved by the FTA and FDOT, the proposed Development Agreement and Lease(s) will be submitted to the County Mayor or County Mayor's designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to an award recommendation. The award, if any, will be made to the Proposer whose proposal is 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.

4.7 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 Proposal Submission Requirements

5.1 Project Plan/Development Approach

- A. Provide an executive summary describing the proposed development plan and the Proposer's general approach to developing, constructing, maintaining, operating and managing the proposed Project. Include an explanation of why the proposed development is the Highest and Best Use of the Development Site, taking into consideration the type and intensity of development that is compatible and complementary to the surrounding community, and the method used in making that determination. Include an explanation of what elements and factors make the proposed development compatible with and complementary to the surrounding community.
- B. Provide a description of the overall proposed project development plan. The development plan shall include a description of the Proposer's concept for the entire Development Site and include a description of the proposed components of the development plan for the Development Site, including if applicable, the division of the Development Site into project Phases, with approximate square footage to be included in each component or Phase.

If a phased approach is being proposed, the Proposer must describe the proposed division of the Development Site into Phases such that all of the property within the Development Site is included within a Phase and no portion of the Development Site remains outside the boundaries of a Phase. Shared easements may be proposed but must be contained within one of the Phases. Each Phase must, on a stand-alone basis, comply with all Laws and Ordinances and building and zoning codes, be commercially and economically viable and be capable of operating independently from all other Phases.

- C. Provide a Site plan of the Development Site, drawn to scale, showing:
 - 1) the boundaries of the Project or, if applicable, the boundaries of each proposed Phase of the Project;
 - 2) the location of buildings, other structures and features including transitional features, parking structures, surface parking, roadways, sidewalks, open areas, landscaping, etc.;
 - 3) the location of all easements, including but not limited to, utility easements and ingress and egress easements;
 - 4) the traffic circulation plan showing all modes of transportation including but not limited to motor vehicle, pedestrian and bicycle, internal circulation and all ingress and egress access; and
 - 5) the facilities and/or accommodations for all modes of transportation including shared use paths, bus terminal, drop-off and pick-up sites, charging and docking stations and any other transportation related facilities;
- D. Provide a table for each Project component or Project Phase, if applicable, with gross square footage proposed for each use including office space, retail, residential, open space, roadways, etc.;
- E. Provide detailed description of each development component or Phase, if applicable, including square footage proposed for each use within the component or Phase. For example, eight story office building with 100,000 square feet of office space with 10,000 square feet of ground floor retail space or six story market rate rental apartments, with x number of studio apartments containing 400 square feet, x number of one bedroom apartments containing 750 square and x number of two bedroom apartments containing 950 square feet.
- F. If a phased development is being proposed, indicate if the Proposer intends to assign any of the Project Phases and describe how such assignment(s) have been taken into account in developing the Project schedule.
- G. Provide a copy of Proposer's Quality Control Procedures for previous projects and identify the quality control procedures and mechanisms that will be implemented for the proposed development.
- H. Provide conceptual drawings of the proposed development components clearly showing proposed architectural and transitional features.
- I. Describe the Proposer's methodology in obtaining regulatory approvals and building permits and complying with applicable developmental regulations, including but not limited to, Chapter 33C of the Miami-Dade County Code and the plan for obtaining any variances, if applicable, securing and recording of all property rights necessary for the successful

construction, operation, and use of the Project including the securing of property rights between the Project Phases, if applicable. The plan should include the location and description of such rights.

Proposers are strongly encouraged to contact appropriate City of Miami staff to obtain information regarding the City of Miami zoning application and review process.

- J. Explain why the proposed development is appropriate to the Development Site and complementary to existing and future development in the surrounding area;
- K. Describe any amenities to be incorporated into the development which will be attractive and beneficial to residents of the surrounding area and residents and/or patrons of the development.
- L. Explain how the proposed project will concentrate density around the Vizcaya Metrorail Station and promote transit patronage;
- M. Explain how the proposed development takes maximum advantage of the proximity and convenient accessibility of the Site to the Station and a description how the development will be functionally and aesthetically connected to the Station.
- N. Describe the energy efficient features that are planned to be incorporated into the development.

5.2 Market/Financial Viability

Provide a market analysis of the Development Site to include, at minimum, the following information:

- A. Determination of the most appropriate market driven uses of the Development Site with detailed explanation of the factors contributing to this determination;
 - 1) Analysis of economic and demographic conditions;
 - 2) Most effective phasing of development;
 - 3) Potential regulatory and/or legal challenges and methods of dealing with such challenges;
 - 4) Potential challenges from the surrounding community and methods of dealing with such challenges; and
 - 5) Identification of geographic constraints and methods of dealing with such constraints.
- B. Provide a 15-year pre-development, construction and operating period cash flow statement, by Phase if applicable, beginning in the month in which proposals are due. The statement should be separated by land use (for example, residential, office, retail) and contain, at minimum, the following projections:
 - 1) Financing
 - a) Construction loan rate, term and amount;
 - b) Permanent loan rate, term and amount;
 - c) Loan to value ratio;
 - d) Equity as a percentage of total construction costs; and
 - e) Debt service ratio.
 - 2) Revenues (as applicable)
 - a) Office rent (\$/gross square foot and number of gross square feet proposed);
 - b) Retail rent (\$/gross square foot and number of gross square feet proposed);
 - c) Residential rent (\$/dwelling unit and number of dwelling units proposed);
 - d) Parking income (\$/space and number of spaces proposed); and
 - e) Other revenues.
 - 3) Construction Costs
 - a) Total hard costs; and
 - b) Total soft costs and total soft costs as a percentage of total hard costs.

4) Operating Costs

Operating expenses shown in total dollars, dollars per gross square foot and as a percentage of revenues.

C. Provide a 30-year pro forma including the following line items:

1) Financing Sources

- a) Equity;
- b) Construction financing;
- c) Permanent financing;
- d) Other financing; and
- e) Total financing.

2) Revenues

- a) Office;
- b) Residential;
- c) Retail;
- d) Parking;
- e) Other revenues;
- f) Total gross revenues; and
- g) Total net revenues.

3) Returns

- a) Proposer's internal rate of return;
- b) Return on investment; and
- c) Return on equity.

Note: The pro forma must be presented in current dollars. An annual escalation rate of 3% will be assumed. The amounts shown on the pro forma must include all fees and rents proposed to be paid to the County and reflect the amounts entered on Form B-1 or Form B-2.

Economic Impacts to the County and the Community

Provide an analysis of the economic impacts of the proposed development, by Phase if applicable, to include the following information:

- 1) Estimated annual ad valorem taxes directly generated by the development for Miami-Dade County, Miami-Dade County Public Schools and the City of Miami;
- 2) Estimated impact fees;
- 3) Proposed improvements to area infrastructure;
- 4) Estimated permit fees;
- 4) Number of jobs to be generated during construction;
- 5) Number of permanent jobs created by development;
- 6) Estimated number of indirect jobs to be created by the development; and
- 7) Estimated increase in transit ridership and patronage of the Metrorail System.
- 8) Any other quantifiable financial benefits to the County such as replacing, upgrading and/or maintaining County facilities including landscaping and hardscaping, illumination and wayfinding signage and enhancing pedestrian access and passenger amenities.

5.3 Project Schedule

Provide a realistic, detailed project schedule for the development, with a separate schedule for each Phase if a phased approach is being proposed, from award of Development Agreement to issuance of the last Certificate of Occupancy, identifying key tasks and duration of each. At minimum the project schedule must contain the following key tasks for the Project, or each Phase of the Project, if applicable (Specify the proposed duration of each task in number of months from award of the Development Agreement until completion of each task.):

- A. Time period from award of Development Agreement until completion of design;
 - B. Time period from award of Development Agreement until Lease Closing (Scheduled Lease Closing)*;
 - C. Time period from award of Development Agreement until commencement of construction; and
 - D. Time period from award of Development Agreement until issuance of Certificate of Occupancy or Certificate of Completion.
- * Lease Closing takes place upon receiving the approvals, permits and financing commitment required for construction to begin.

Note: Proposers are cautioned to be realistic in proposing the above described time periods as this information will be relied upon in evaluating proposals and in establishing the Project schedule. Schedules for payment of Development Fees, Initial Rent and Annual Rent will not be altered in the event that key tasks are not completed as scheduled.

5.4 Qualifications and Past Experience

If the Proposer is a joint venture, a consortium of developers or similarly structured entity, provide the following information for each member of the joint venture, consortium or entity and include the portion or Phase(s) of the project for which each member will be responsible.

- A. State the number of years that the Proposer has been in existence, the current number of employees and the primary markets served.
- B. Provide a history of the Proposer's development background and experience.
- C. Provide detailed information on Proposer's comparable projects, either on-going or completed within the past five years. The information should include a detailed description and location of the project, the total dollar value and any other partners or entities involved in the project.
- D. List all contracts, if any, that the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that a "Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts."

As such, the Proposer must list and describe all work performed for Miami-Dade County and include the following information for each project:

- 1) Name of the County department which administers or administered the contract;
 - 2) Description of the work;
 - 3) Total dollar amount of the contract;
 - 4) Dates covering the term of the contract;
 - 5) County contact person and phone number;
 - 6) Statement of whether Proposer was the prime contractor or subcontractor; and
 - 7) The results of the project.
- E. Describe Proposer's past experience in obtaining the necessary permits and approvals from local government authorities and familiarity with the Florida Building Code.
 - F. Provide any other relevant information which demonstrates the Proposer's ability to complete the development as proposed.

- G. Provide an organization chart showing all key personnel, including their titles, to be assigned to this Project. The chart must clearly identify the Proposer's employees and those of other Development Team Members and Subcontractors. Identify functions to be performed by each person. Key personnel include all principals, partners, managers, seniors and other professional staff that will perform work and/or services for the Project.
- H. Attach resumes for all key personnel. The resume should accurately describe each person's experience, education and qualifications including experience on previous development projects.
- I. Identify the Proposer's project manager that will be responsible for the Project (at each phase, if applicable) and contact information including address, phone number and e-mail address.

Note: After proposal submission, but prior to award of any agreement resulting from this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

5.5 Financial Strength and Capability to Secure Financing

Financial Strength

- A. Provide documentation which clearly demonstrates the Proposer's financial strength and ability to develop the proposed project. Such documentation may include the Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period with a statement, in writing signed by a duly authorized representative, stating that the present financial conditions are 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 statements. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit available from accredited financial institutions accompanied by a letter authoring each credit reference to respond to inquiries from Miami-Dade County. Any other relevant documentation may also be included.
- B. Identify the sources and amounts of equity capital raised for the projects described in Section C of Proposer's Experience, Qualifications and Past Experience, above.
- C. State the minimum and maximum anticipated cash capital investment by Proposer and any equity commitment by Proposer.
- D. Net worth of any lender and assets under management from any financing source.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

Litigation

- A. Identify any past and/or ongoing litigation, and any known potential litigation with Miami-Dade County.
- B. Identify any past and/or ongoing litigation and any known potential litigation that may negatively impact the Proposer's ability to finance the proposed development.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

Defaults, Bankruptcies, Criminal History and Debarments

- A. List any projects on which the Proposer, its parent(s), or any member of the Development Team has defaulted. Explain the circumstances of such default(s).
- B. List any projects on which the Proposer, its parent(s), or any member of the Development Team has gone bankrupt. Explain the circumstances of such bankruptcy(ies).

- C. List any criminal indictments and felony or fraud convictions of Proposer, its parent(s), or any member of the Development Team or any principal of any of those entities.
- D. Identify any debarments for government contracts by Proposer, its parent(s), or any member of the Development Team or any principal of any of those entities.

Note: If Proposer is a joint venture, a consortium or similarly structured entity the Proposal must include the above described information for each member of the joint venture, consortium or entity.

5.6 Proposal Price Schedule

- A. Complete the required amounts identified on the Proposal Price Schedule (Attachment A – Excel Spreadsheet) for the Development Fee, Initial Rent and Annual Rent, see Tab 1(Form B-1a) and Tab 2 (Form B-1b). **Proposers that propose a non-phased development shall complete Form B-1a. Proposers that propose a phased development shall complete Form B-1b.** These amounts shall be submitted in accordance with Sections 3.2 and 3.3 of the Draft Development Agreement and Sections 3.2 and 3.3 of the Draft Lease Agreement, and in conjunction with the proposed Project schedule.
- B. Submit in BidSync two copies of completed Attachment A. Submit one copy in PDF, which will be the official proposal submission. Also submit one copy in Excel format for County data gathering and analytical purposes.

5.7 Financial Benefits to the County and Community

List any quantifiable financial benefits to the County not required under the lease, to be provided by the Developer. Benefits such as replacing, upgrading and/or maintaining County facilities including elevators and escalators, landscaping and hardscaping, illumination, wayfinding signage, and/or enhancing pedestrian access to the station. Include detailed descriptions and realistic cost estimates of any proposed benefits.

Note: The Competitive Selection Committee may calculate the present value of all proposed rents and fees, factoring in the proposed annual rent adjustment as a part of the evaluation process.

5.8 General Provisions

- A. All references to “Proposer” shall mean the respondent to the RFP and all firms proposed to perform the subject RFP Scope of Work (“Work”).
- B. The Proposer must provide all assumptions used to prepare its Technical and Financial proposal.

6.0 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 at:
<http://www.miamidade.gov/procurement/vendor-registration.asp>.

The recommended Proposer shall affirm that all information submitted with its completed Vendor Registration Package is current, complete and accurate at the time it submitted a response to this Solicitation by completing an Affirmation Affidavit form as requested by the County.

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 requirements which will be determined by the County based upon the type and scope of the proposed development.

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.

7.0 Attachments and Exhibits

7.1 Attachments

- Forms – Proposal Submission Package Including: Proposal Submittal Form, Subcontracting Form, Lobbyist Registration Form-COVID19, Certificate of Assurance Form, and Contractor Due Diligence Affidavit-COVID19.
- Attachment A Proposal Price Schedule B-1a and B-1b
- Attachment B Draft Development Agreement
- Attachment C Draft Lease Agreement
- Attachment D Fair Wage Affidavit

7.2 Exhibits

- Exhibit A Development Site
- Exhibit B MDT Construction Safety Manual
- Exhibit C MDT Adjacent Construction Safety Manual
- Exhibit D Development Site Plat
- Exhibit E Utility Information (unverified)
- Exhibit F Chapter 33C of the Miami-Dade County Code of Ordinances