

Request for Qualifications RFQ #121517

A Development Opportunity in Broward County

WEST DIXIE LOT REDEVELOPMENT PROJECT

RFQ Date: OCTOBER 16, 2017

City of Oakland Park
Financial Services/Purchasing Division
3650 NE 12 Avenue
Oakland Park, FL 33334
Maggie Turner, Purchasing Manager
Phone: (954) 630-4257
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EXHIBITS

The following exhibits can be downloaded at: www.designop.org

Exhibit A	West Dixie Lot Programming and Design Plan – <i>Developed by Zyscovich Architects</i>
Exhibit B	Oakland Park CRA 2017 - 2022 Strategic Action Plan
Exhibit C	Transportation Mobility Plan
Exhibit D	City Hall Spatial Study
Exhibit E	Utilities Map
Exhibit F	Site Survey
Exhibit G	Downtown Mixed Use District (DMUD) Zoning Map
Exhibit H	Appraisal Report
Exhibit I	Brownfields Status Report

SECTION I

INSTRUCTIONS TO PROPOSERS

The following instructions are given for guiding proposers in properly preparing their proposals.

I. **GENERAL:**

For information concerning procedures for responding to this Request for Qualifications (RFQ), refer to the title page of the document, such contact is to be for procedure clarification purposes only. Proposal documents are available for download via DemandStar.com or may be viewed exclusively for this solicitation on www.designop.org.

All addendums, tabulations, and awards will be posted and disseminated via DemandStar only. Prospective bidders may create a login at: www.onvia.com/forgovernment/demandstart to access all official documents.

2. **PURPOSE:**

A Development Opportunity

The City of Oakland Park, FL (OP) is excited to make available a unique opportunity for qualified and interested Developers to partner with the City and the Community Redevelopment Agency (CRA) to create a transformative project that will act as a catalyst for the continued redevelopment of the City's downtown district. The City will utilize the formal Request for Qualification (RFQ) solicitation process in order to select a qualified development team.

The City seeks to only partner with developers that have completed successful projects with a similar scope. Through this formal solicitation process, OP will obtain written responses to its offering of two (2) city-owned parcels for the development of a mixed-use project in a strategic location within the downtown corridor. Upon the closing of the solicitation process, the Evaluation Committee will review and score all submitted Proposals. As part of the RFQ process, the Evaluation Committee may request oral presentations from one or more of the submitting firms.

The successful developer will be the entity that demonstrates a shared vision for the development of the site and can propose a project concept that will positively influence, and accelerate, the redevelopment of the City's Downtown District. The successful developer must demonstrate organizational capacity, access to capital (equity and debt), the ability to engage in meaningful public participation, a willingness to incorporate sustainability design elements and construction materials, experience with rehabilitation and reuse of environmentally impacted sites, and a track record of completing projects of a similar size and scope within a reasonable timeframe and consistent with financial projections.

A successful RFQ process will accomplish the goals set forth in this document. The successful proposer will work with the City and the CRA to negotiate a public private partnership (P3) development agreement, that will result in the construction of a landmark project that makes significant architectural and economic contributions to the surrounding community.

3. **PERSONAL INVESTIGATION:**

Proposers will satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to existing, future, unforeseen, conditions affecting the proposed

work and the cost of it. No information derived from maps, drawings, and specifications or from the City officials will relieve the Proposer from any risk or from the fulfilling of all terms of the contract.

4. **PRINTED FORM OF PROPOSALS:**

All proposals must be made upon Proposal Documents attached. Proposals must be signed and acknowledged by the Proposer according to the directions in this Request for Qualifications (RFQ). Design documents and all other materials relating to the design portion of this proposal may be submitted in the Proposer's chosen format.

5. **ACCEPTANCE OR REJECTION OF PROPOSALS:**

The City, in its sole discretion, reserves the right to accept or reject any proposal deemed in the best interests of the City. Proposals are subject to review, evaluation, and revision. Refinement or changes to layouts and elements of the RFQ may be made by the City during the pre-proposal process any time until 72 hours preceding the date of opening. Addenda will be issued following such revisions.

6. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:**

Requests for additional information or questions must be made in writing, to **Maggie Turner, Purchasing Manager; Email: margarett@oaklandparkfl.gov**. Additional information will only be transmitted via a written addendum.

7. **DEVELOPMENT COSTS:**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

8. **INSURANCE REQUIREMENTS:**

The Proposer will be required to furnish evidence of insurance coverages by a licensed Florida Company that has at least rating of "A" in the latest edition of "Best Key Rating Guide", published by A.M. Best Company. Due to the nature of this solicitation, bonding and insurance requirements will be included as a part of the successful Proposer's agreement with the City and shall be set at a level appropriate to the scale, complexity, and composition of the development project proposed.

9. **PROPOSER'S EXPERIENCE RECORD:**

The City will have the right to investigate the financial condition, experience record, and equipment of each Proposer and determine to its satisfaction the competency of each to undertake the project. The Proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) previous or pending litigation; (b) Felony Convictions or Indictments; and (c) restrictions, restraints or impositions imposed by Federal, State, or Local Government regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the Proposer.

10. **VENUE:**

Any agreement resulting from this RFQ shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

11. **CONTRACT AWARD TERMS OF AGREEMENT:**

The City anticipates entering into a development agreement with the Proposer who submits the project judged by the City to be most advantageous.

The Proposer understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

12. **RIGHT TO WAIVE AND REJECT:**

The City, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential Proposers.

There is no obligation on the part of the City to award the proposal to any Proposer, and the City reserves the right to award to Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true qualifications of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

13. **DISQUALIFICATION OF PROPOSERS:**

Any of the following reasons may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the Proposer has a financial interest in the firm of another Proposer for the same work.
- C. Evidence of collusion among Proposers. Participants in such collusion will be ineligible as Proposers for any future work of the City until such participant has been reinstated as a qualified Proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for proposals.
- F. Default under previous contract.

14. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:**

Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Proposer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

15. **DOMESTIC PARTNER BENEFITS REQUIREMENT:**

Effective November 7, 2012, Ordinance 2012-28, requires City Contractors to provide equal benefits for domestic partners. The Ordinance requires that all Contractors, with 25 or more employees contracting with the City in an amount over \$100,000, provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the Ordinance.

16. **PUBLIC RECORDS:**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or thirty (30) days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the City shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrou, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov**

17. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:**

The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.

18. **INDEMNIFICATION:**

The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and

description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

19. **TAXES:**

The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

20. **DEFINITION:**

All references to Proposer will include the Developer or Development Team and all references to the Developer or Development Team will include Proposer.

21. **SCRUTINIZED COMPANIES LIST:**

In accordance with Florida Statute 287.135, as amended, principals or owners listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria or Cuba are prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria or Cuba.

22. **PROPOSAL SUBMISSION DEADLINE AND OPENING:**

Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, **Friday, December 15, 2017**. The proposals will be opened and read aloud shortly thereafter. One (1) electronic copy, one (1) original marked "ORIGINAL", and Seven (7) copies of proposals must be presented in a sealed envelope and identified with the following information: "**RFQ# 121517**". The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the City.

23. **REFERENCES**

As part of the proposal evaluation process, the City shall conduct an investigation of references. Proposer's submission of a proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

24. **CONE OF SILENCE**

The City of Oakland Park is establishing a Cone of Silence in conjunction with this solicitation. The Cone of Silence for **RFQ# 121517** prohibits any communication regarding this solicitation after the solicitation is advertised. Communication with City elected officials, City Staff, or City consultants/representatives is expressly prohibited. This Cone of Silence is designed to protect the professional integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The Cone of Silence is terminated at the time the City of Oakland Park City Commission officially begins deliberation of the award of **RFQ# 121517**.

End of Section

SECTION II

OVERVIEW AND SCOPE OF WORK

THE SITE

1. SUMMARY

The project site is comprised of two (2) parcels, totaling approximately **2.07 acres**. The parcels are located on the northwest and southwest corner of North Dixie Highway and NE 38th Street within the OP Community Redevelopment Area (CRA), and more precisely, inside the City's Downtown Mixed Use District (D-MUD). The current zoning on the site allows for **mixed-use development**, which is precisely the City's desired use. Based on initial massing studies, using site geometry and current zoning density, the site *could* support **64 residential units, 53,359 S.F. of retail, and 287 parking spaces**. It is the City's desire to not exceed five (5) stories.

There is also a desire to explore non-traditional spaces and uses to create a product that is unique in this metro area. The successful proposer will plan, design, finance, build, lease, and/ or operate compatible retail, and restaurant uses along with active public spaces. While the primary vision is to create an active place to live, work, and dine. It is important that the West Dixie Lot redevelopment further the long term goal creating a vibrant Culinary Arts District by ensuring the creation of active ground floor uses and supporting developments that are walkable and accessible from adjacent neighborhoods. A successful project will harness the unique characteristics that are OP and integrate into the surrounding community.

The site is owned outright by the City of Oakland Park with no development restrictions.

2. BROWNFIELD OPPORTUNITY

Historical information has revealed some environmental issues on the site. Accordingly, the City is considering the benefits associated with the potential designation of the site as a Brownfield. The City may work with the selected Developer to harness the benefits of this potential designation and/or the required remediation process.

3. ZONING

The current zoning on the site is categorized in the City's Zoning Code as Downtown Mixed Use District (DMUD) – Dixie Mixed Use sub-area.

The height limit reflected in the code is:

3 stories / 36 feet - by right

5 stories / 68 feet - with the "additional building height program".

What is required to achieve the height bonus? Section 24-269, "Additional Building Height Program" details the requirements, which are mostly a contribution to public amenities. Public amenities include public parking, public art, open space, infrastructure enhancements, water features, entryway features, pedestrian connections, community facilities, and anything else determined by the City Commission. In the Park Place and Dixie Mixed Use sub-areas, the aggregation of all parcels within a city block is required to achieve the additional building height.

Are there density bonuses? A density bonus of 5 units per acre may be approved by the City Commission if the additional units are consistent with Section 24 Code of Ordinances.

4. UTILITIES

The site is serviced by a full complement of utilities and infrastructure (water, sewer, electrical, and communication). There are 8" water mains in all streets around both parcels that can be accessed for service to the site. There is a gravity sewer main around both parcels, and a sewer main extends south from N.E. 38th Street partway through the middle of the southern parcel with existing lateral connections available. Electrical service is accessible from the southern parcel, and Comcast has confirmed that above ground Fiber Optic service is available to the site.

5. APPRAISAL VALUE

A recent appraisal of the site reveals a combined valuation of \$2,360,000 free of any liens or obligations. Depending on the strength of the proposals submitted OP may consider providing the site (at less than market value) to the successful Developer as one element of its contribution to the P3 in order to induce the most favorable financial deal terms for the successful Developer and their investment partners.

6. THE VICINITY

The site is located adjacent to West Dixie Highway, a significant north-south corridor in Southeast Florida. In this section of Dixie, traffic flows in both directions, providing easy access to the site and the ultimate development therein. Sample traffic counts reflect approximately 24,000 vehicles within a typical 24-hour period.

In addition, as you will notice from the map, the site is located just west of the FEC railroad tracks and just south of the City's Jaco Pastorius Park, which is slated to be the future home of *Park Place, the City's Artisanal Culinary Marketplace*. While this location does pose overall redevelopment challenges because of the tracks, the City is aggressively pursuing the designation of a commuter rail stop (Brightline) within the immediate vicinity of the park. Were this to occur, it would potentially increase pedestrian traffic to the area significantly, along with enhancing the marketability of the proposed uses to the site.

Beyond the obvious geographic, infrastructure, and financial appeal, the site is neighbored by one of the strongest economic drivers in the City and one of the trendiest social venues in South Florida, Funky Buddha Brewery. Since its grand opening in June, 2013, Funky Buddha Brewery has grown to become one of the largest craft breweries in Florida, distributing its celebrated beers to thousands of retailers all across the state. In 2017, Funky Buddha has successfully taken steps to expand its brewhouse to allow for regional and national distribution outside of Florida.

THE CONCEPT

7. DESIGN IDEA

As evidenced by a more progressive approach to solicit development interest, OP has also sought to provide interested Developers with a development concept (Exhibit A) that will serve as a *guide* as you seek to respond to this RFQ. As previously stated, the desired project will be mixed-use consisting of residential units (rental), commercial retail (approximately 53,000 s.f.), and a 287-space parking garage. However, the composition of uses may vary depending on the Development Team's proposed concept

Of interest in the project development program is the City's second potential contributing element to the P3. If approved by the City Commission, the City may consider a long-term lease of approximately 30,000 s.f. of commercial space within the new mixed-use development, for the relocation of consolidated City Hall operations. Certainly, it is understood that the Developer has the option to perhaps pursue their own proposed mix of commercial/retail uses. Provided as part of this RFQ is a City Hall Spatial Analysis that will provide specific build-out and space requirements (Exhibit D).

While OP has taken steps to engage an architect to develop a design concept, it must be reiterated that the concept provided within this document is to serve only as a guide. OP is in no way limited by this concept, and in fact encourages Developers to provide alternative design concepts that may better speak to the character and future vision of the City's downtown district.

8. THE BIG PICTURE – DOWNTOWN REDEVELOPMENT

Unlike other potential development projects in the South Florida landscape, the development of the West Dixie Lots in the downtown Culinary Arts District represents the first phase of a comprehensive redevelopment plan recently adopted by the CRA Board of Directors and City Commission. It is because of this plan that OP finds it important to provide Developers with a macro-level understanding of what this project represents in the larger scheme of future redevelopment.

For starters, OP has determined to brand its downtown district around the theme of culinary arts. Moreover, "the 2017-2022 Strategic Action Plan continues to focus on the downtown as an essential part of the overall success of the larger CRA redevelopment effort. Furthermore, these public private partnership projects are necessary to ensure that there is a sufficient customer base in the downtown to support the new businesses. Developing a strategy to address the residential void, will mitigate the fact that the downtown has not yet become a 'destination', it will provide the foot traffic metrics that will be a part of a retailers' analysis when deciding to invest in the downtown (2017-22 CRA Implementation Plan)."

Following the anticipated successful development of the West Dixie site, OP intends to rapidly advance the redevelopment of four (4) acres of City-owned land, which is currently the site of the City Hall. Additionally, there are a number of strategic land acquisitions that will support the development of other exciting redevelopment projects in and around the West Dixie Lot project. These sites are specifically identified in the CRA Plan (Exhibit B).

The City has also spent significant time and effort planning for the future mobility of the Downtown Culinary Arts District. Adopting an overall Mobility plan for the Downtown that promotes a

walkable district, that connects to the surrounding community through public spaces and a network of well-planned sidewalks, bike paths, and gathering spaces (Exhibit C).

9. CITY OF OAKLAND PARK – WHO WE ARE

OP is a primarily residential community that shares its borders with the Cities of Fort Lauderdale and Wilton Manors. According to 2016 American Community Survey, the City of Oakland Park has approximately 45,000 residents. The median household income is \$45,357, while the median housing value is \$154,700. OP occupies a desirable geographic space in Broward County with quick and convenient access to I-95, the FLL International Airport, and the Port Everglades Seaport. The residents and businesses of OP enjoy a stable community with the *up and coming* presence of several locally owned and operated business enterprises (Switchbox Coffee Shop, Tats and Tacos, G-21 Fitness, Allied Kitchen and Bath).

While the City's leadership recognizes the need for smart growth and development, it remains keenly aware of the importance of maintaining the character and unassuming social profile that long-term residents and stakeholders have come to value. Oakland Park seeks to harness the burgeoning community character that has developed in the Downtown Culinary Arts District.

Of significant importance to interested Developers is the form of government and stability of the City's leadership. OP operates under a City Council-Manager form of government. OP's 5-member City Commission conducts business in an exemplary manner. The Commission is forthright, deliberative, and ethical. As it relates to the development of the West Dixie lots, the City Commission has expressed consensus regarding the desired outcome and the process to reach said outcome. To that end, the Commission has directed the City Manager to advance this project in order to seize the market momentum that appears evident in Broward County.

The City of Oakland Park's financial condition is outstanding and the City has seen a substantial increase in property values over the last three years, a trend that is expected to continue as current private development in the City continues to advance.

End of Section

SECTION III

PROPOSAL DELIVERABLES

Respondents shall submit One (1) original complete proposal package marked "ORIGINAL", Seven (7) duplicate copies of said package and One (1) electronic copy. Responses to this RFQ must contain the following information tabbed according to section:

A. COVER LETTER:

Include an acknowledgment letter with a general introductory statement identifying the party responding to this Request for qualification and commitment to the Project. The letter shall be signed by an authorized signatory of the responding entity.

B. PROPOSER INFORMATION AND DEVELOPMENT QUALIFICATIONS:

1. Proposer Information: Include firm(s) name, address, telephone; ownership/organizational structure; parent company (if applicable); and officers and principals. If the Responder intends to create a separate entity solely for the purpose of developing the Project, then include a detailed description of the entity and identify each partner, stockholder or member, and their respective interests in the separate entity.
2. Description of key personnel, including: principal(s) in charge; project manager designated; and all other key personnel or sub consultants who will be participating in the Project. Provide an organizational chart identifying all key personnel who will be participating in the Project.
3. Description of experience of Proposer relevant to this proposal and of similar projects that have been completed by the primary firm. Describe the full development team that completed the projects and include the date, location and project budget.
4. Provide pictures and details on the projects. Projects must be completed and operating; do not submit projects which have only been designed or master planned, but not constructed. Proposer should place emphasis on past experience with P3 structure and projects involving environmental remediation.

Proposer should share past project outcomes and include the:

- ❖ Tangible benefits to the community
- ❖ Projected vs actual project performance
- ❖ Lessons learned applicable to the Oakland Park opportunity

5. Felony Indictments/Convictions: Provide a statement relative to whether any of the "Principals" referred to above have ever been indicted for, or convicted of, a felony.
6. Litigation History: List any litigation matter in the past five (5) years involving any projects or key personnel; please highlight any litigation specifically involving public entities.
7. References: Provide references for a minimum of three (3) similar completed development projects.

C. FINANCIAL QUALIFICATIONS AND CAPABILITY

1. Proposers/ Principals must submit three (3) years of reviewed financial statements.
2. Proposer must provide proof that they have secured funding for similar types of projects and indicate how the projects were financed. Financial capacity can be demonstrated through the Responder's ability and/or experience with syndication, fund raising, development deal making, capital investments, debt capacity, and other financing.

D. PROPOSED DESIGN CONCEPT AND MIX OF USES

1. Proposer must submit a conceptual rendering of the development project that clearly and effectively communicates the features of the development plan and its relation to the adjacent properties. The design concept must be a 3-dimensional graphic representation of the proposed mixed-use development. Additionally, the design concept must be accompanied with the narrative the Developer has determined to be important to articulate their vision for the sites development. Developers should also consider the following:
 - ❖ Appropriateness of project scale and design vernacular
 - ❖ Alignment with City's vision
 - ❖ Integration of/connectivity to future Downtown development
 - ❖ Consistency with Redevelopment Plan
2. Proposer must submit sample floor plans of the proposed buildings
3. Proposer must submit the number of parking spaces the project intends to provide.
4. Proposer must indicate the proposed mix of uses.

E. BID BOND

OP is anticipating an appropriate level of responses to this RFQ based on the potential for development and the City's deal commitments. To that end, OP has committed a great number of financial resources in an effort to successfully advance its development objectives for this site. Accordingly, OP is desirous of a solicitation process that will appeal primarily to firms possessing the financial wherewithal and sound commitment to this project. Therefore, OP has determined to **require the submission of a \$7,500 bid bond from Developers wishing to respond to this RFQ.**

The bid bond must be in the form of a Cashier's check made payable to the City of Oakland Park and **must be submitted along with the Developer's RFQ submission.** If your team's submission is not selected to advance through for further consideration, the submitted bond will be refunded. For the successful Developer, your bid bond will be used and applied to cover project related pre-development fees due to OP.

Additional Required Proposal Submittal Forms, Addenda Acknowledgements (if applicable), Proposal Form, Public Entity Crime Form, Non Collusion Affidavit, References (minimum of 3), and a copy of Business Tax Receipt.

End of Section

SECTION IV

TIMELINE/ EVALUATION AND SELECTION PROCEDURES

REQUEST FOR QUALIFICATIONS TIMELINE

The anticipated schedule for this RFQ is as follows; all dates are tentative and subject to change.

- RFQ issuance: **October 16, 2017**
- Deadline for Questions/Additional Information: **November 10, 2017**
- Addendum Issued (If Applicable): **November 15, 2017**
- Submission deadline: **December 15, 2017, 2:30 PM**
- Consultant Review: **December 2017**
- Evaluation Committee Ranking and Oral Presentations: **January 2018**
- Commission approval of recommended Developer: **February 2018**
- Development Agreement (DA) negotiations and draft agreement: **February-April 2018**
- City Commission approval of DA: **April – May 2018**

EVALUATION PROCEDURE

All proposals will be reviewed by the City's Consultants for responsiveness and compliance with the RFQ. Those proposals that are deemed responsive and compliant will be forwarded to the Evaluation Committee (to be designated by the City Manager). The Evaluation Committee will review and rank the proposals based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

The Committee will rank all responsive proposals and determine a minimum of two (2) finalists for further consideration, if more than (2) proposals are responsive. Upon completion of the initial criteria evaluation ranking, the Evaluation Committee may proceed with conducting oral presentation and/or facility site visits with shortlisted Proposers.

Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate the proposals remaining based upon a combination of their written documents and oral presentation(s) and/or facility site visits. At the conclusion of their deliberations, the Evaluation Committee will make a recommendation to the City Manager summarizing the costs and benefits of the short listed proposers.

The City Manager will prepare a recommendation to the City Commission for consideration. Award will be made only to responsive responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

The selection of a Proposer with whom to enter into a development agreement (DA) shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

CRITERIA

Responsive and responsible Proposers will have their proposals evaluated and scored for technical response, qualifications and experience, and quality of proposal. The following represent the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

- | | |
|--|-----|
| • Firm’s Qualifications and Team Experience | 15% |
| • Project Design/Development Concept | 50% |
| • Financial Capabilities | 25% |
| • Client/Partner References and Past Performance | 10% |

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc.

QUESTIONS & COMMUNICATION

Prior to the issuance of this RFQ, OP held an informal luncheon for Developers that provided detailed information about the project and the City’s vision for the project. The format allowed for informal dialogue between all parties. **However, as of the date of issuance of this RFQ, communication regarding this project between Developers, its partners or affiliates and OP staff (including consultants) and elected officials is expressly prohibited until the City Commission officially begins deliberations for RFQ# 121517.**

The City will host a non-mandatory pre-bid meeting on **November 2, 2017** where interested parties may come and ask questions of the City’s staff in regard to this RFQ. Any and all questions posed during the pre-bid meeting will be memorialized and provided in the form of an addendum to this RFQ. Subsequent to the pre-bid meeting, Developers may send written questions to the City’s Procurement Manager.

End of Section

SECTION V
PROPOSAL FORMS

RFQ # 121517

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/he is an officer of the organization.
- b. She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFQ.
- c. She/he has fully read and understands the RFQ and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature

Printed Name & Title

Company Name

Company Address

City, State, Zip Code

Date

Phone Number

Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer _____

Business Address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please check the appropriate paragraph below:

- ❖ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ❖ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

Proposer's Signature

Sworn to and subscribed before me on this _____ day of _____, 20 ____

(affix seal)

Notary Public Signature

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME	RELATIONSHIPS
_____	_____
_____	_____

NONE: _____

Signature of Proposer

Sworn to and subscribed before me on this ____ day of _____, 20 __

(affix seal)

Notary Public Signature

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below:

- 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below:

- The Proposer's price bid for the initial contract term is \$100,000 or less
- The Proposer employs less than twenty-five (25) employees
- The Proposer does not provide benefits to employees' spouses or spouse's dependents
- The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- The Proposer is a government entity
- The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation
_____.

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (Continued)

I, _____, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

by _____, to me personally known ____ or produced

Identification ____ type of identification produced: _____

Signature of Notary Public

My commission expires: _____

(SEAL)

Print name of Notary Public